

## ROYAL EXCHANGE ASSURANCE

INCORPORATED A.D. 1720.

GOVERNOR: SIR NEVILLE LUBBOCK, K.C.M.G.

FIRE, LIFE, SEA, ACCIDENTS, MOTOR CAR, PLATE GLASS  
BURGLARY, ANNUITIES, EMPLOYERS' LIABILITY  
(Including ACCIDENTS to DOMESTIC SERVANTS).

The Corporation will act as:—

EXECUTOR OF WILLS.

TRUSTEE OF WILLS AND SETTLEMENTS.

*Special Terms granted to ANNUITANTS when health is impaired.*

Apply for Full Prospectus to the Secretary.

Head Office: ROYAL EXCHANGE, LONDON, E.C.

## THE NORTHERN ASSURANCE COMPANY LIMITED.

ESTABLISHED 1836.

FIRE. LIFE. BURGLARY. ACCIDENT.  
EMPLOYERS' LIABILITY.

Accumulated Funds (1909) ... .. £7,436,000

LONDON OFFICE:—1, Moorgate Street.

## FLOWERDEW & CO.,

COSTS DRAWN AND SETTLED (from papers alone, if necessary).

TRANSLATIONS OF NOTARIAL QUALITY.

VERBATIM LAW REPORTING.

Permanent Office Staff in each Department.

Head Offices: 14, BELL YARD, TEMPLE BAR, W.C.

Also at 11, Poultry and Salisbury House, E.C.

Telephones: Holborn 900 and Central 6150. Telegrams: "Flowerdew, Lond.n."

## LEGAL AND GENERAL

LIFE ASSURANCE SOCIETY.

ESTABLISHED 1836.

FUNDS	...	...	...	£6,931,000
INCOME	...	...	...	£965,000
NEW BUSINESS 1909	...	...	...	£3,865,000
BUSINESS IN FORCE	...	...	...	£25,715,000

THE PERFECTED SYSTEM of Life Assurance  
is peculiar to this Society and embraces every modern advantage.

## PERFECTED MAXIMUM POLICIES.

WHOLE LIFE.—WITHOUT PROFITS.

Age	Premium	Age	Premium	Age	Premium
20	£1 7 8 %	30	£1 16 %	40	£2 10 %

Rate of Bonus at last three Valuations, **£1 18s. %** per annum  
£1,000 POLICY WITH BONUSES

According to last results.

Valuation at 2½ p.c. :— Om. Table of Mortality.

Duration	10 yrs.	20 yrs.	30 yrs.	40 yrs.
Amount of Policy	£1,199	£1,438	£1,724	£2,067

Full information on application to

THE MANAGER, 10, FLEET STREET, LONDON.

## The Solicitors' Journal

and Weekly Reporter.

LONDON, JULY 16, 1910.

\* The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

All letters intended for publication must be authenticated by the name of the writer.

### Contents.

CURRENT TOPICS	669	NEW ORDERS, &c.	683
POSSESSION OF GOODS AS A BADGE OF TITLE	672	SOCIETIES	683
AN EXTRAORDINARY INCIDENT—THE EXECUTIVE AND THE COURTS OVER-SEAS	674	COURT PAPERS	690
REVIEWS	675	WINDING-UP NOTICES	691
CORRESPONDENCE	676	CREDITORS' NOTICES	692
		BANKRUPTCY NOTICES	692

### Cases Reported this Week.

British South Africa Co. v. De Beers Consolidated Mines (Lim.)	679
Collins v. Collins	682
Evans and Bettell's Contract, Re, and Re The Vendor and Purchaser Act, 1874	680
Land's Patent, Re	680
Marshall v. Owners of Ship "Wild Rose"	678
P. v. P. and T.	683
Steeden v. Walden	681
The Application of the Gramophone Co. (Lim.), Re	680
Truman v. Attenborough	682

### Current Topics.

Mr. Pennington.

WE GREATLY regret to hear, on the eve of going to press, of the death, after a short illness, of Mr. RICHARD PENNINGTON, one of the most valued members of the Council of the Law Society.

The Increment Value Duty.

WE ARE informed that in the House of Commons on Monday last, Mr. F. G. HINDLE, M.P. for the Darwen Division of Lancashire, put the following question to the Chancellor of the Exchequer: "To ask Mr. Chancellor of the Exchequer if he will give instructions to the Inland Revenue authorities to issue a circular intimating that freehold rent-charges are outside the scope of the Increment Duty clauses of the Finance Act, and that in the case of sales of reversions expectant on terms of years having more than ninety-nine years to run they will dispense with the usual particulars and will impress the Increment Duty stamp on the instrument on application, accompanied only by Form I.V.D. (a) and a short description of the property sufficient for the purposes of identification." The Chancellor's answer was as follows: "A circular conveying the information referred to by my hon. friend will shortly be issued by the Commissioners of Inland Revenue."

The Law Society and the Chancellor of the Exchequer.

NOTHING COULD, we think, have been better framed than the resolution with reference to the Chancellor of the Exchequer's attack on the Law Society which was passed on Friday; it was terse and dignified in terms, while scathing in substance. We entirely fail to understand the objection to this procedure which was raised by a handful of members. When a Cabinet Minister, himself a solicitor, from his place in Parliament, imputes to the Law Society opposition to law reform from sordid motives, it is surely time that a public protest should be made, unless solicitors wish the public to conclude that the charge is well founded. Not only was the resolution well expressed, but the speech in which it was put forward was equally satisfactory. Point by point Mr. ELLETT exposed the incorrectness of the wild charges made by the Chancellor of the Exchequer, and shewed, by a detailed review of the changes of the last half-century, that the record of the Law Society with reference to law reform was a good

record; that, in fact, no important reform in legal procedure during that period had taken place which had not in some way received the support of the society. He rightly designated the charges as being as gratuitous as they were unjust, and called upon their author in common fairness to withdraw them. There has come at last a shuffling apology, but we think that any unprejudiced reader of Mr. ELLETT'S speech will consider that the Chancellor of the Exchequer comes very ignominiously out of the incident.

#### Mortgage Investments.

WE PRINT elsewhere an important letter from "A Member of the Law Society" on the subject of public confidence in mortgage investments. Theoretically a mortgage is a perfectly sound security; practically cases are not infrequent where on realization it proves deficient. But it would undoubtedly be a calamity both for landowners, and for beneficiaries under settlements and wills, if mortgages were removed from the class of trust investments. Landowners would find the funds available for borrowing on security of their property greatly diminished; they would have to borrow at a higher rate and with less certainty of the loan being allowed to remain; and beneficiaries would find the opportunity for profitable investment of the trust funds correspondingly restricted. So far as trustees are concerned, it is, of course, much less troublesome to invest the trust funds in Government or other authorized stocks, and their responsibility is reduced to a minimum. But the *cestui que trust* has to be satisfied with three or three and a quarter per cent., and, in addition, there is the risk of loss of capital on realization. Properly selected mortgages give an appreciably higher income, and, if all goes well, the capital remains intact. The question is, how to secure that all should go well. Our correspondent suggests that periodical revaluation should be made a statutory duty. How far there is at present any duty on trustees to have their mortgages revalued it is by no means easy to say. The case of *Rawsthorne v. Rowley* (1909, 1 Ch. 409, note) favours the view that, when once the mortgage has been properly taken by the trustee, he is not bound to have a revaluation until the necessity for it is forcibly brought to his attention, and then probably it is too late to avoid loss. "I do not," said COZENS-HARDY, M.R., "believe that there is any obligation or duty on the part of trustees to make periodical or further investigations as to either the title"—meaning, apparently, value—"of the security or the solvency or the sufficiency of the mortgagor. . . the liability of a trustee in dealing with an authorized security must really proceed on the footing of wilful default, and not upon not making inquiries when he ought to do so." The matter was touched upon by PARKER, J., in *Shaw v. Carter* (1909, 1 Ch., p. 409), but he expressed no opinion on it. The effect seems to be that while it is prudent for a trustee to require a periodic revaluation, yet he is not liable for an omission to do so unless his conduct can be treated as wilful default.

#### Provision for Revaluation.

AS WE HAVE already observed, when matters have come to this pass, it is too late for any valuation to save the mortgage. As long as there is no notorious depreciation in property similar to that in mortgage, the trustee is in no default in not requiring a revaluation. When there is such a depreciation, certainly he ought to look into his mortgage securities, and if the depreciation has not swallowed up the margin, he may be in time to save them. More probably the question will be how to get out with as little loss as possible. But all this shews that, as our correspondent suggests, something more is wanted than the above very lax rule as to the course which may be safely followed by trustees. Legislative interference is not desirable, save as a last resource. Frequently the original valuation concludes with the recommendation that the property should be revalued after a stated period. In such a case it is, of course, prudent for the trustees to have the revaluation made, and it may be that, if they omit to do so, a rule somewhat stricter than that stated above might be applied. But, in general, the only way of obtaining a revaluation is to call in, or threaten to call in, the mortgage money, and there is a natural objection to involving the mortgagor in this expense

unless it is clearly necessary. The position would, we imagine, be rendered easier if the mortgage deed provided for a revaluation at the mortgagor's cost every five years so long as the security continues. It would then be made in due course by the mortgagees' valuer, and the cost paid by the mortgagor or added to the mortgage debt. Mortgagors could not with reason object to the inclusion of such a clause, and it would be likely soon to become common. It is not desirable for the profession to seek to make the statutory obligations of trustees more burdensome than they are at present. The alternative we suggest would be both unobjectionable and effectual, and it can be introduced as a matter of conveyancing practice.

#### The Conveyancing Bill.

THE CONVEYANCING Bill, prepared on the instructions of the Council of the Law Society and introduced by Mr. HILLS, has been read a third time in the House of Commons, and there is at length a probability of this useful measure, which has been several times before Parliament, becoming law. It does not attempt any comprehensive scheme of reform, but deals with a number of matters in which the existing law causes difficulty and expense in conveyancing. Thus a mortgagor in possession can, under section 18 of the Conveyancing Act, 1881, grant leases, but, as *Robbins v. Whyte* (1906, 1 K. B. 125) shewed, he cannot accept a surrender. This will be cured by clause 3. Clauses 9 and 10 deal with various cases in which land is vested in trustees, and they are intended to facilitate sales. Where trustees become entitled to mortgaged land free from the equity of redemption, whether under the Real Property Limitation Act, 1874, or by virtue of foreclosure, they have apparently no power of sale. Clause 9 declares that the land shall be held by them on trust for sale, with power to postpone the sale; and the net proceeds of sale are to follow the title to the mortgage debt. The ordinary power in a personalty settlement to invest trust money in land requires to be followed by an elaborate clause for securing that the trustees shall have power to re-sell, and meanwhile to manage the property, and apply the rents and profits as income of the settled funds; and clause 10 is intended to meet cases where this provision is omitted. It enacts that land so purchased shall be held on trust for sale with power to postpone the sale, and provides for the application of net rents and profits. Sub-clause 3 of the same clause is intended to meet the difficulty which frequently arises to decide whether a trust for sale continues to be exercisable. It provides that, so far as regards the safety and protection of any purchaser, the trust shall be deemed to be subsisting until the land has been conveyed to, or under the direction of, the persons interested in the proceeds of sale. Clause 12 enables the proving executors to sell real estate in pursuance of the Land Transfer Act, 1897, and so gets rid of *Re Pawley* (1900, 1 Ch. 58); clause 13 invalidates contracts which restrict a purchaser or lessee in the choice of his solicitor; and clause 14 prevents a transfer of a mortgage under a ten shilling stamp from operating as notice that the mortgage is trust property. The Bill is unpretentious, but useful, and efforts at reform of this kind, though difficult enough to get through Parliament, are a striking refutation of the Chancellor of the Exchequer's recent strictures on the profession.

#### A "Resurrection" Lease.

"EVERY LEASE," it is said in *The Bishop of Bath's case* (6 Co. R., at p. 35), "ought to have a certain beginning, continuance and end." Hence, "if the wife of I. be great with child with a son, and a lease be made until the issue *en ventre sa mere* shall come to full age, this is not a lease for years; for at the time when the lease is to take effect it is uncertain when the son will be born, and by consequence the commencement, continuance and end thereof are uncertain." And from *Potkin's case* (14 Henry 8, cited in the last mentioned case) it appears that where the term is uncertain the lease is at will only. That is to say, a lease until an event, the time of happening of which is uncertain, according to the above-mentioned authorities, confers only a tenancy at will. From a paragraph in the *Times* we learn that Wales, which has produced Mr. LLOYD GEORGE, has also produced other persons of audacity—namely, a lessor and lessees bold enough to risk

the fate of the ancient POTKIN. It appears that in 1860 a lease of land at Beulah, near Cardigan, for the site of a chapel and graveyard was granted to trustees for ninety-nine years. Twelve years afterwards it occurred to the pastor of the chapel and the trustees that on the termination of the lease the bodies in the graveyard might be disturbed "before the Resurrection Day." They waited upon the lessor to represent their apprehension in this respect, and he (being, it is to be feared, a frivolous person), not only fell in with the proposal of a lease to cover the period up to the Resurrection Day, but thoughtfully suggested that as some of the buried might be dilatory in re-appearing, it would be safer to make the term of the lease to expire on the afternoon of that day. This proposal, it is stated, was at once adopted, but unfortunately no details are given as to the precise mode of limitation of the term as regards the hour of expiration, or whether provision was made for the delivery up of the premises at the end of the term, together with all fixtures then or at any time during the term therein. On the death of the lessor, the lessees would appear to have been warned that if the validity of their lease was questioned, they might fare no better than POTKIN, and they applied to purchase the reversion in the demised premises but, doubtless greatly to their satisfaction, the successor in title of the lessor presented them at his own cost with the fee simple of the premises. Hence, the Beulah dead are now assured of a quiet resting-place for all time.

#### The Naval Prize Bill.

THE TEXT of the new Naval Prize Bill has only recently been issued. Its importance does not appear altogether on its face, and the title and preamble really require to be supplemented by further statements and explanation to make the Bill quite intelligible and enable its importance to be appreciated. The title is: "A Bill to consolidate, with amendments, the enactments relating to Naval Prize of War." The preamble runs thus: "Whereas at the Second Peace Conference held at The Hague in the year 1907 a Convention, the English translation whereof is set forth in the First Schedule to this Act, was drawn up, but it is desirable that the same should not be ratified by his Majesty until such amendments have been made in the law relating to naval prize of war as will enable effect to be given to the Convention: And whereas for the purpose aforesaid it is expedient to consolidate the law relating to naval prize of war with such amendments as aforesaid and with certain other minor amendments." The Convention set out in the first schedule is the "Convention relative to the establishment of an International Prize Court," which, as the result of the Second Peace Conference at The Hague in 1907, was signed—not merely drawn up—by the majority of the Powers, including Great Britain, who attended the Conference. So far, however, the Convention has not been ratified by any Power, it is believed. Article 7 of the Convention relates to the question as to what rules of law are to be applied by the International Prize Court, if and when established. Where there is no treaty covering any particular question of law that has to be decided, the court is directed to "apply the rules of international law. If no generally recognized rule exists, the court shall give judgment in accordance with the general principles of justice and equity." It was in order to try and arrive at an agreement as to what are the generally recognized rules of international law on the subject of naval prize of war that a Naval Conference was subsequently held, with the result that in 1909 the Declaration of London was signed. No Power has, it is believed, yet ratified this Convention, which has been the subject of a considerable amount of adverse criticism in this country from persons interested in commerce and shipping. In order to provide a working code of law for the new prize court, a compromise had to be effected between many of the rules followed by English prize courts and those followed by the continental courts, and even then two points were left open. No rule is laid down by the Declaration of London either as to the legality of the conversion of a merchantman into a warship on the high seas, or as to whether nationality or domicile is to be adopted as the test for deciding whether property is enemy property. If the International Prize Courts Convention is ratified, the Declaration

of London must also be ratified, unless the Convention of 1907 is to remain a dead letter. The present Bill, therefore, contemplates the ratification of the Declaration of London, as well as that of the Convention of 1907 for establishing an International Prize Court.

#### Alteration of the English Law of Prize.

THE ENGLISH law of prize will be much more radically "amended" than is expressly done by the new Bill. The substantial amendments expressly proposed to be effected are two. Appeals from British prize courts are to lie (clause 9) only to a new court, to be called the Supreme Prize Court, "consisting of such members for the time being of the Judicial Committee of the Privy Council as may be nominated by his Majesty for that purpose." There is nothing to prevent the whole of the members of the Judicial Committee being nominated, and thus the principle is introduced of making the Judicial Committee for certain purposes an actual court instead of a board advising the King in Council. This amendment is closely connected with the other substantial amendment—allowing an appeal from the Supreme Prize Court to the International Prize Court (Part III., clauses 23-29). By clause 25 this right of appeal is to be allowed in certain cases, and by clause 29 these cases are to be defined by Order in Council. There is, of course, no legal or logical necessity for the Judicial Committee to be turned into a regular court merely for hearing prize cases; but it would be an anachronism and offensive to the national feeling that the order of the King in Council should be subject to revision or reversal by an International Court. The preamble refers to the expediency of consolidation with minor amendments. There are three Acts, or portions of Acts, consolidated: The Naval Prize Act, 1864; section 4 of the Judicature Act, 1891; and practically the whole of the Prize Courts Act, 1894. Section 14 of the Foreign Enlistment Act, 1870, which also relates to naval prize, is not touched by the Bill. The "minor amendments" consist mostly of a liberal adaptation of the language of the repealed enactments to modern requirements and altered conditions, by means of improved drafting and omission of matters of procedure now usually dealt with by rules. An instance occurs in clause 18, which provides that captors are, after the captured ship is brought into port, to "bring a convenient number of the principal persons belonging to the captured ship before the judge of the court or some person authorized in this behalf, by whom they shall be examined on oath." Section 19 (the corresponding section of the Act of 1864) directs "three or four" persons to be brought before the judge, &c., and contains references to the "standing interrogatories" and the "preparatory examinations on the interrogatories." Even should the two Conventions of 1907 and 1909 not be ratified, the new Bill will still be a useful measure of consolidation.

#### The Murder of an American Lady in Italy.

WE HAD occasion in a previous number (*ante*, p. 630) to refer to a question with regard to the extradition of criminals owing to the discovery of the murder of an American lady near Lake Como and the flight of the suspected murderer, her husband, to the United States. The Italian Government does not surrender its own citizens, and in a recent case refused to surrender an Italian subject to the United States, although in the extradition treaty between the two governments there is no article excepting the citizens or subjects of either State from the operation of the treaty. We then stated that it was not considered probable that the Italian Government would be so far inconsistent as to demand the surrender of an American citizen from the United States. The Italian Government has, however, asked for the extradition of the fugitive, leaving the American Government to decide whether the application shall or shall not be rejected. But even if the application be admitted, the difficulties attending an extradition of the criminal are by no means exhausted. The question whether the treaty is still operative may be carried to the Supreme Court of the United States, and it may be held to be necessary to add a supplemental clause to the treaty or to exchange diplomatic notes regulating its construction in the future. It would in that event be con-

tended on behalf of the prisoner that the addition to the treaty could not warrant his extradition, inasmuch as it was *ex post facto* so far as his case was concerned, and was therefore unconstitutional. A further objection to the extradition of the prisoner is founded upon the allegation that he is at present of unsound mind. We are not aware of any decision in the English courts with regard to the liability to extradition of persons of unsound mind. There is a provision in the Extradition Act, 1895, by which, when the fugitive criminal is committed to prison to await his surrender, the committing magistrate, if of opinion that it will be dangerous to the life or prejudicial to the health of the prisoner to remove him to prison, may order him to be held in custody at the place in which he for the time being is, or at any other place named in the order to which the magistrate thinks he can be removed without danger to his life or prejudice to his health, and while so held he shall be deemed to be in legal custody. This provision has little, if any, bearing on the surrender of a criminal who is of unsound mind; but it is improbable that the court in the exercise of its discretion would allow any such surrender.

#### The Atlantic Fisheries Arbitration.

THE NEWFOUNDLAND case has now been opened, and the *Times* of the 8th of July contains a summary of Sir JAMES WINTER'S speech. It is stated, on behalf of Newfoundland, that the American fishermen had never exercised their right of fishing on the coast of Newfoundland until 1905. Prior to that year Americans fished only on the banks outside Newfoundland waters, and only came into the territorial waters for the purpose of getting bait. This they were in the habit of buying from local fishermen. Subsequently, in consequence of difficulties between Newfoundland and the United States, the Americans employed the local fishermen to get bait for them. This gave rise to the question about employing others than inhabitants of the United States to fish in Newfoundland waters. According to Sir JAMES WINTER'S contention, the fact that American fishermen never exercised their rights under the treaty of 1818 until 1905 is the reason why the thorny question of the American rights to fish in the "bays" of Newfoundland has never been raised before. The relevant words of the treaty are, "The inhabitants of the United States shall have the liberty to take fish on the coast of Newfoundland, and also on the coasts, bays, harbours and creeks of Labrador." The words of the treaty, it is contended, clearly deny to the United States the right of fishing in Newfoundland "bays." The American contention, in answer to this, appears to be that the three-mile limit is to be measured from the actual line of the coast, even though this would bring that limit within a bay: see Mr. WARREN'S argument in the *Times* of the 12th of July. The *Times* of the 13th of July contains a further account of the dispute and argument about bays. The President asked the counsel for both parties to inform the court as to the exact position understood to be taken up by Great Britain, and whether this position was that the United States fishermen had renounced the right to enter bays in the geographical sense without referring to their territoriality. The answers given shew that this is the position taken up by Great Britain, but Sir WILLIAM ROBSON added that the question of the territoriality of these bays was immaterial in the present inquiry, though Great Britain contended that they were as a matter of fact territorial.

#### Stamping Transfers.

ATTENTION is called in a letter which we print elsewhere to a recent circular issued by the Inland Revenue Commissioners to secretaries of public companies. The circular relates to the stamping of transfers, and, according to our correspondents, misstates the effect of section 17 of the Stamp Act, 1891. That section requires persons whose duty it is to enrol or register instruments chargeable with duty to see that the instrument is duly stamped. The circular in question represents that such persons have to see that the instruments are *adequately* stamped. The substitution of the word "adequately" for "duly" may be a mere piece of official carelessness; but if it is meant to suggest that the registrar or secretary of a company has to look behind the

consideration expressed in the instrument of transfer, and inquire into the real consideration, this, as our correspondents point out, seeks to impose a duty which has never been accepted in practice, and which is not within the proper meaning of the statute. The duty of truly stating the consideration is imposed on those who execute the transfer. When the transfer is presented for registration, the secretary is entitled to assume that this duty has been performed, and he is only concerned to see that the transfer is duly stamped having regard to the consideration expressed in it. If so, it is "duly" stamped for the purpose of the statute. No one has ever supposed that the duty of the secretary extended further, and possibly the Inland Revenue Commissioners, by using the word "adequately" do not intend any more. We may suggest that it is outside their province to issue any such circular at all. A Government department may properly issue circulars to Government officials; but secretaries of companies are not in this position, and they have the statute to guide them without the necessity of circulars from Somerset House.

#### Enforcement by Execution of Awards Made Out of the Jurisdiction.

ONE of the latest propositions of those who are interested in the unification of the laws of different nations is that steps should be taken to procure an international agreement by which awards under references to arbitration shall, if made without the jurisdiction, be enforced in the same manner as if they were made within the jurisdiction of any one of the contracting States. The effect of such an agreement would be that, by virtue of the Arbitration Act, 1889, an award made abroad under a submission as defined by the Act might be enforced in the same manner as a judgment or order to the same effect. And this although the judgment of a foreign court having jurisdiction over the cause can only be enforced by action in this country. It is argued that while the number of foreign judgments which concern defendants resident within the jurisdiction is comparatively small, a large number of commercial contracts contain an "arbitration clause" by which the parties bind themselves to refer any dispute which may arise under the contract to arbitration, and that many of these contracts specify as the tribunal of reference the name of the "arbitration committee" of the particular exchange to which the parties to the contract belong. It may well be that this attempt to secure uniformity of legal procedure is acceptable to many persons in the mercantile world, but the differences between the practice of English and foreign courts are a serious obstacle to the adjustment of a satisfactory treaty between this country and the principal States of the Continent.

### Possession of Goods as a Badge of Title.

THE judgment of WALTON, J., in *Truman (Limited) v. Attenborough* (reported elsewhere) deals with an important question as to the extent to which the possessor of goods is able to give a good title to a purchaser from him in value and in good faith. The case arose out of dealings with jewellery. In November, 1909, the plaintiffs delivered a pearl necklace to one BRUFORD, who was a dealer in pearls, on the terms of a written memorandum. This was as follows: "Mr. BRUFORD,—On appo. from W. Truman (Limited) . . . Pearl necklace, 71 pearls, 263 grs.; £750 net. . . . These goods remain the property of W. Truman (Limited) until invoiced by them." BRUFORD was at the same time informed verbally that the necklace would be sold to him only for cash. On the same day he pawned it with the defendant, who took in good faith. In December BRUFORD informed the plaintiffs that he had a customer for the necklace who would only pay by bills, and the plaintiffs acceded to this arrangement, and on the 18th of December invoiced it to BRUFORD, who gave them his own bills for £750. On the 12th of January, 1910, BRUFORD pawned other jewellery with the

defendant for £115, on the terms of a deposit note which stated that that advance was also to be a further charge on any other securities given by BRUFORD. On the 17th of January he obtained from the plaintiffs a diamond necklace on the terms of a memorandum similar to that given in the case of the pearl necklace, and on the same day pawned this also with the defendant, together with other jewellery, for £550 on the terms of a deposit note similar to that of the 12th of January. The bills given for the pearl necklace were not paid, and the action was brought to recover the two necklaces.

The case is one of those—unfortunately of frequent occurrence—in which it has to be determined on which of two innocent persons the loss caused by a third person shall fall. The correct principle would seem to be that it shall fall on the one whose conduct has enabled the third person to cause the loss, but this is not the principle which is adopted by the law. "It is impossible," said VAUGHAN WILLIAMS, L.J., in *Farquharson v. King* (1901, 2 K. B., p. 712), "in the face of various authorities on the subject, to say that, in every case in which the act of one of two innocent persons has enabled a third person to occasion loss, the first-mentioned person must sustain the loss." To some extent the Legislature has given effect to this principle in the Factors Act, 1889, but that requires that the person entrusted with goods should either be a "mercantile agent" as defined by section 1, or should have bought or agreed to buy them within section 9. Apart from this provision, and the case of sale in market overt, and the special rules applicable to negotiable securities, a person who takes property with a defective title has no remedy at law, and his only chance is that equity may interfere to postpone the true owner to him on the ground that the conduct of the true owner has rendered the fraud possible.

In many cases the interference of equity can be successfully invoked, but it is not sufficient merely that the true owner shall have placed the property, or the *indicia* of property, under the control of the third person. The leading case on this restriction is *Shropshire Union Railways Co. v. The Queen* (L. R. 7 H. L. 496), where a trustee of shares improperly raised money on them, but did not pass the legal title to the lender. As between the two equitable titles, that of the *cestui que trust*, being prior in point of time, was preferred. In this particular case the *cestui que trust* was a company, and the trustee was one of the directors, and the trust was created for business purposes; but the House of Lords treated it as subject to the same considerations as an ordinary trust. A *cestui que trust*, though he entrusts the trustee with the *indicia* of ownership, is entitled to rely upon his not making an improper use of them, and the equitable title prevails against any subsequent equity. This applies whether the *cestui que trust* is a limited owner, or a person under disability, or an absolute owner. The trustee holds the property for safe custody, and a breach of his duty does not prejudice the *cestui que trust* unless the property gets into the hands of a purchaser for value who takes the legal estate without notice.

Contrasted with this is the case where the owner of property, whether legal or equitable, entrusts the *indicia* of property to an agent for the purpose of disposing of it, but at the same time places a restriction upon the nature of the disposition. Since the agent has in fact power to dispose of the property, a purchaser from him gets a good title as against the principal, notwithstanding that the restriction is not observed. Thus, where the legal mortgagee leaves the deeds with the mortgagor in order that he may raise a specified sum on them, and he raises a larger sum, the legal mortgagee is postponed to the equitable mortgagee to the extent of the whole sum raised: *Perry Herriek v. Atwood* (2 De G. & J. 21); and similarly, where the legal owner entrusts deeds to an agent to raise a limited amount, and the agent exceeds that amount: *Brocklesby v. Temperance Building Society* (1895, A. C. 173). "If," said Lord HERSHELL, C., in the latter case, "one is to choose on whom the loss ought to fall in such a case as the present, surely it ought rather to fall on one who has selected the agent to raise money for him, who has entrusted him for that purpose with his securities, and who, if he has limited his authority, has trusted him not to exceed that limit, than that it should fall on

those who, finding him in possession of the deeds, with, in fact, authority to borrow, had no knowledge of the limitation of the amount which he was authorized to raise upon the security of the deeds."

In both of these cases the authority was to mortgage, but in *Rimmer v. Webster* (1902, 2 Ch. 163) FARWELL, J., applied the same principle to a case where a stockbroker, who was employed to sell a mortgage bond, raised money on it for his own purposes. When once it is established that the person entrusted with the *indicia* of ownership has authority to deal with the property, then the particular extent of that authority is not material as regards the purchaser or mortgagee from him who takes without notice that it is restricted. "The authority," said FARWELL, J., in that case, "which the owner has given can only be limited by the *indicia* of property which he has given; the particular authority proved or admitted is necessary in order to make the case one to which the principles of agency apply at all; but when that is once proved, and the owner is found to have given the vendor or borrower the means of representing himself as the beneficial owner, the case forms one of actual authority apparently equivalent to actual ownership, and involving the right to deal with the property as owner, and any limitations on this generality must be proved to have been brought to the knowledge of the purchaser or mortgagee."

The present case of *Truman (Limited) v. Attenborough* (*supra*) falls very nearly within this *dictum*, but in the opinion of WALTON, J., there was no such actual authority conferred on BRUFORD as to enable him to confer on a purchaser a title as against the owners of the jewellery. The pearl necklace, he said, "was not handed to BRUFORD either that he should sell, or pledge, or dispose of it so as to pass the property to some person; it was handed to him—the property remaining in the plaintiffs—in order that he might shew it to possible purchasers." Stating the case in this way, it may be that it does not strictly fall within the principle established by *Perry Herriek v. Atwood* (*supra*), and yet it is a long way from the opposite doctrine of *Shropshire Union Railways Co. v. The Queen* (*supra*). The latter case was decided with a view to maintaining the system of trusts on which so great an amount of property is held. The case of a jewellery merchant, who hands goods to a dealer with a view to getting a purchaser, is of quite a different nature. It is much nearer the cases in which an agent with authority to sell or mortgage has been allowed to give a title good as against the owner, notwithstanding that he exceeds his authority, and if in the uncovered region between *Shropshire Union Railways Co. v. The Queen* and *Rimmer v. Webster* a new dividing line has to be drawn, we should imagine it ought to be drawn so as to include the present case with *Rimmer v. Webster*, and the others quoted. Between handing jewellery to an agent with authority to sell or mortgage, and handing it to a person on approbation for the purpose of his shewing it to possible purchasers, the difference seems slight. Such person is intended to be in a position to dispose of the goods, and though not formally placed in the position of an agent, yet his possession of the goods is not for safe custody—as in the case of trusteeship—but with a view to their being disposed of. With deference to the learned judge, we should suggest that his decision was due to a failure to extend the principle of *Rimmer v. Webster* to a case to which it fairly applies.

Since BRUFORD, by the pawning of the pearl necklace in November, 1909, conferred no title on the defendant, it followed that he conferred no title by the pawning of the diamond necklace in January, 1910. The circumstances as to each article were the same. But when in December the bills were taken, and the pearl necklace was invoiced to BRUFORD, the position as to that was changed. He became the owner, and the deposit notes for the 12th and 17th of January created a charge on it for any part of the loans of £115 and £550 which was not otherwise secured. To this extent the defendant was entitled to hold the pearl necklace, but she had no charge on the diamond necklace. If the case goes further, it will be interesting to see its effect upon the doctrines discussed above.

## An Extraordinary Incident—The Executive and the Courts Overseas.

IN the course of the discussion that took place in the House of Commons on the Colonial Office Vote, the recent incident in the Transvaal in relation to the payment of members of the local Parliament was referred to. This incident does not appear to have attracted the attention it deserves. Some extracts from an article in the *Cape Times* of May 19th appeared in the *Times* of May 20th, but nothing more seems to have been heard of the matter until the 30th of June, when the previous evening's discussion was reported in the daily press. A perusal of the case of *Dalrymple v. Colonial Treasurer*, as reported in the *Transvaal Leader* of May 11th, clears up a good many points that were merely touched upon in the House of Commons discussion. Proceedings were taken in the Supreme Court of the Transvaal with the object of preventing members of Parliament being paid £300 in lieu of £42 for their services during the last session before the consummation of the South African Union. The court refused to interfere, on the ground that the applicants had no *locus standi*, but all three judges were of opinion that the payment at the higher rate was illegal. The political and constitutional importance of the whole incident is very great. It is intended on the present occasion to deal primarily with its juridical aspect.

There are two Transvaal statutes of 1907, and two sections in each statute, that must first be referred to in order to make the position clear. The two Acts are the Payment of Members Act, 1907 (No. 12), and the Audit and Exchequer Act, 1907 (No. 14). Section 3 of the Payment of Members Act enacts that there is to be paid to every member the sum of £300 in respect of every ordinary session. Section 4 makes the payment for an extraordinary session £10, with a further sum of £2 for every working day. The relevant sections of the Audit Act are sections 19 and 20. Section 19 is as follows: "When any public moneys have been appropriated by law for any specific purpose, it shall be lawful for the Governor by warrant under his hand to authorize and require the treasurer to issue the sums which may be required," &c. Section 20 runs: "If at any time when Parliament is not in session it shall appear to the Governor to be necessary in the public interest that an issue of public moneys should be made for any purposes not authorized by law, he may by special warrant under his hand authorize such issues as may be required from time to time for such purposes," not exceeding, however, £200,000, "provided further that all such outstanding sums shall be submitted to Parliament for sanction at its next ensuing session."

Now, "ordinary" and "extraordinary" sessions are defined in the Payment of Members Act, and the last session was an "extraordinary" one, and was so described in the proclamation summoning it on the 6th of April. This session came to an end on the 28th of April, on which day Parliament was dissolved. On that day the Legislative Assembly (the lower House) passed a resolution declaring that the session should be considered an ordinary session. The resolution was not even introduced into the Legislative Council (the upper House). The object of the resolution was that members should be paid at the rate of £300 for the session instead of £42, which would have been the proper sum for a sixteen days' session. The effect of the resolution, if valid, would have been to entitle members to be paid at the higher rate. But the resolution was, of course, absolutely worthless, and nothing short of a formal Act of Parliament could have had the effect of abrogating the existing statutory definitions of "ordinary" and "extraordinary" sessions. Thus, payment at the rate of £300 per member was not, by the resolution, made a "specific purpose" for which, under section 19 of the Payment of Members Act, an appropriation "by law" had been made, and therefore the Governor had no authority "by warrant under his hand to authorize and require the Treasurer to issue" the sums required for these payments. Without a valid authority the Treasurer could not, of course, legally issue these moneys.

The Governor—as a matter of fact, General HADFIELD was Deputy Governor—at first declined to sign the warrants pre-

sented to him authorizing payment at the rate of £300. The case of *Dalrymple v. Colonial Treasurer* was then pending. Subsequently, and after the judgments in this case had been delivered, the Governor did sign warrants, purporting to do this under the provisions of section 20 of the Audit Act, which authorizes the signature of "special" warrants under special circumstances.

It was contended by the Solicitor-General in the House of Commons that the payments of £300 to each member were perfectly legal, under the "special" warrant of the Governor. It seems open to very grave doubt, however, whether this is so. The Solicitor-General admitted that the mere passing of a resolution by one House—he might have said both Houses—could not operate so as to make the payment of £300 legal. But there are two objections to the view that these payments were legal under the "special" warrant of section 20. The necessity for the special warrant must arise "when Parliament is not in session." This point was noticed by the Chief Justice of the Supreme Court in *Dalrymple v. Colonial Treasurer*, and it was there said: "That necessity arose while the House was in session, and should have been dealt with in Parliament by means of a Bill. Necessary expenditure cannot be met by special warrant unless it occurs when Parliament is not in session." The other objection is that, the Transvaal Parliament having now ceased to exist after the Union has come into being, the payments under the special warrant cannot be sanctioned, and so made legal in the manner required by section 20 of the Audit Act. To be made legal they must be sanctioned by the Transvaal Parliament at "its" next ensuing session. It would seem that a mere sanction by the Union Parliament would not be sufficient, and that no *ex post facto* legislation in the Union Parliament would be sufficient unless expressly made *ad hoc*. It cannot be assumed that the Union Parliament will thus legislate expressly, as it might have been assumed that a new Transvaal Parliament would sanction the payments under special warrant.

The juridical interest of this extraordinary incident centres, of course, in the judgments delivered by the Supreme Court in *Dalrymple v. Colonial Treasurer*. The case was in form an application for an interdict—in English law an injunction—and a rule had been granted calling on the respondent to shew cause why he should not be restrained from issuing moneys to provide for payment of members as for an extraordinary session. The petitioners were three members of the Legislative Council. The Chief Justice, first of all, dealt with the case on its merits, and after going through the relevant enactments, and also alluding (as above stated) to the possibility of the Governor's special warrant being made use of (as did actually occur subsequently), he came to the conclusion that "the breach of the law has therefore been proved. But the far more difficult question remains: are the applicants vested with right? Is there any right vested in them in respect of which they are entitled, by reason of this breach of the statute, to claim the protection of an interdict?" This question was then dealt with, and after an examination of both English and Roman-Dutch law on the subject, and a comparison between the rights of ratepayers against municipal authorities and the rights of taxpayers against the State as a whole, the final conclusion was reached that the applicants or petitioners had no such personal interest in the subject-matter of the litigation as entitled them to an interdict. The other two judges (WESSELS and BRISTOWE, JJ.) delivered judgments to the same effect, though not expressing themselves so strongly on the merits of the case as Sir JAMES ROSE-INNES had done. Mr. Justice WESSELS, however, plainly intimated that an interdict was by no means the only form of redress: "If money has been wrongfully paid, or paid in direct violation of a statute, the wrong-doer and the non-innocent recipient may be compelled to restore the money, but then the person who appears before the court must be clothed with authority and must have a not too remote interest in the recovery of that money." In England, of course, it would be a matter for the Attorney-General to take up. Mr. Justice BRISTOWE dealt more specifically with other possible remedies. He thought that if the special warrant under section 20 of the Audit Act "were *ultra vires* it would not be an act of State and would be no protection to persons acting under it, and its validity

would be open to attack in this court." For this *Musgrave v. Pulido* (5 A. C. 102) was cited. BRISTOWE, J., also referred to the different position occupied by the Governor of an overseas dominion and the sovereign in England, and he pointed out that under circumstances like the present the Governor who signed the warrant and officials below him might all be held civilly responsible. For this *Hill v. Bigge* (3 Moo. P. C. 455) was one of the cases cited.

The general sense of the court as to the merits and the illegality of the proceedings of the Executive is shewn by the fact that the rule for an interdict was discharged without costs. In the words of the Chief Justice: "There was a clear illegality here, and a very important public and constitutional point has been raised in connection with the illegality."

## Reviews.

### Compulsory Working of Patents.

COMPULSORY WORKING AND REVOCATION OF PATENTS. By ERNEST LUNGE, Barrister-at-Law. Stevens & Sons (Limited).

The merits of the compulsory working section of the Patents Act, 1907 (section 27), have for some time past formed a popular topic of discussion among political writers and debaters, who seem now to be united in the view that the principle of the section is just and right, but continue to differ with respect to the school of political economy to which the origin of the section is to be assigned. The little work which is now before us is directed to the elucidation of this section from the legal point of view, and the author has with much pains, and also, it appears to us, with a considerable measure of success, evolved from the Act itself and the decisions thereunder a codified statement of the law which he considers to govern the application of the section. We think that this statement shews signs of considerable care and ought to prove useful to practitioners. The language used is simple and clear, and, so far as we have tested the code, it appears to be warranted by the authorities referred to.

This is the chief feature of the book, but it also contains an historical sketch of compulsory working in the past and a corresponding statement with reference to the present; also a chapter on the development of practice under the Act of 1907, which, however, goes considerably beyond mere practice into questions of principle.

The history of the application of the present section is, of course, that the late Comptroller revoked practically every patent of a foreigner which was brought before him, while the later practice, initiated by Mr. Justice Parker and developed by the present Comptroller, has been far more lenient—so much so, indeed, that revocation has latterly become almost as infrequent as it had previously been frequent. As, however, the object of the section was not so much to revoke patents for non-working here as to bring about universal working here and consequent expenditure and employment by foreign patentees, there is no reason to regret the change that has taken place, if the section has brought about the alteration in the habits of foreign patentees which it was designed to accomplish. The recent statements which have been brought before the public as to the opening of works in this country by foreign firms seems to shew that in this direction the section has operated satisfactorily; and, if so, its main object is being accomplished. Under existing circumstances it appears to be unlikely that applications for revocation in pursuance of this section will be frequent, but for those who desire to make, or are compelled to resist, such applications, the book before us should afford considerable assistance.

### The Judicial System of England.

DIE ENGLISCHE GERICHTSVERFASSUNG. TWO HALF VOLUMES. By Dr. HEINRICH B. GERLAND. Leipzig: G. J. Göschen'sche Verlagshandlung.

This is an account of the judicial system of England, as it exists at the present day, by a learned German writer. It is both interesting and salutary to see ourselves now and again as others see us. Dr. Gerland puts his finger on many of the weak points of English jurisprudence and administration of justice. If we cannot but admit the truth of a good deal of his criticism, we are at least entitled to reflect that there are some things which it is quite hopeless to expect English and continental lawyers to regard from the same point of view. With a good many minor defects, the book is a wonderfully accurate presentation of our existing judicial system. It is divided into two parts, of which the first occupies two-thirds of the whole and deals with the courts and their organization, and the other with what are styled "the remaining organs of the judicial system." Part I. con-

tains two divisions—the individual courts, and the *personnel* and position of the courts. Part II. contains three divisions—procedure by information both in criminal and civil cases, the legal profession, and "the organs of the administration of justice," in which the functions of the Home Office and the direct interference of Parliament are very shortly dealt with. There are also a table of statutes and rules referred to, and an excellent index.

The first matter that calls for criticism is a too constant reference to such books as Whitaker's Almanac and Every Man's Own Lawyer. For statements on important questions of English law, too, "A Century of Law Reform" would not be accepted by an English lawyer, admirable as some of the essays in that book are. A matter on which English and continental jurists may fairly differ is whether the Land Registry, the Middlesex Registry, the Yorkshire Registry, &c., are entitled to a place in the judicial system of the country. Certainly, the Charity Commissioners are a part of the judicial system—albeit an anomalous one—but English lawyers would hardly allow that land title and deed registries have any share in the administration of justice. Dr. Gerland, however, gives a great many more pages to the Land Registry than he does to the Charity Commissioners—rightly, from his point of view. The lower courts, beginning with justices of the peace, are first treated of, and then the higher courts.

The account of the superior courts, including some necessary historical survey, will be found most interesting, and the discussion as to the scope and effect of the Judicature Acts is perhaps the best part of the book. The fusion of procedure, and as yet uncompleted fusion of the substantive doctrines of law and equity, are handled by Dr. Gerland in a manner that would do credit to any English jurist, whilst his continental point of view makes the subject in his hands even more interesting than it would be if dealt with by an Englishman. Many points of illogicality and inconsistency are brought to light. We are so accustomed to our own system that we hardly notice how even the Legislature treats the High Court and the Court of Appeal as separate courts, after professing to make of them merely branches of the Supreme Court of Judicature. The subject of Arbitration is well dealt with, particularly as it affects commercial law. Dr. Gerland is extremely severe on us at this point, and speaks with great scorn of our one commercial judge! He succeeds, too, in sending home his satire with an arrow *not* made in Germany, for he quotes (in German) an English writer as saying: "A nation of shopkeepers crying in vain for the application of business principles to their law courts!" continuing (in English) "One might laugh to exhaustion over it if only one were not English." Altogether a surprising book. Not the least surprising, and even amusing, things in it are the wonderful Anglo-German compound words. What shall we say of such a sesquipedalian as this—"King's Benchkostenangeliegenheiten?"

### Criminal Appeals.

THE LAW AND PRACTICE OF CRIMINAL APPEALS, INCLUDING APPEALS FROM JUSTICES TO SESSIONS; SPECIAL CASES FROM JUSTICES; SPECIAL CASES FROM SESSIONS; CERTIORARI; MANDAMUS; PROHIBITION; HABEAS CORPUS; BAIL; AND APPEALS UNDER THE CRIMINAL APPEAL ACT, 1907. WITH FORMS, &c. By F. J. WROTTESELEY and BERTRAM JACOBS, Barristers-at-Law. Sweet & Maxwell; Stevens & Sons.

This is a book which covers a wide ground. In their use of the word "Appeal" the authors comprise every method by which a decision in a criminal matter may be questioned. Hence *certiorari*, prohibition, &c., are discussed, as well as the various ways of reviewing a decision by means of a special case. In every conceivable case the authors, putting themselves in the place of the person desiring to appeal, deal with his right to appeal, the best mode of appeal, and the necessary steps for him to take in order to get his appeal heard. They have done the work exceedingly well, and given the profession a book which will be found extremely useful. The style is clear and analytical; and, in our opinion, the book may be safely adopted as a reliable guide by anyone having to advise a would-be appellant.

### Criminal Proceedings on Indictment and Information.

CRIMINAL PROCEEDINGS ON INDICTMENT AND INFORMATION (IN ENGLAND AND WALES). By E. B. BOWEN-ROWLANDS, Barrister-at-Law. SECOND EDITION. Stevens & Sons.

The second edition of this book exceeds the first edition by some 250 pages, so that we have, in fact, a new book. The new book is very superior to the old one, and is likely to meet with success and to prove a really useful addition to the shelves of the criminal lawyer. It does not attempt to deal with the principles of the criminal law in

reference to individual offences, or with the law of evidence. Its sphere is procedure only; and on this subject it contains a large mass of very useful and important information. There is one appendix, however, the value of which it is difficult to place high; that is the one which contains forms of indictments. These forms are too few and too short to be of any real use. However, forms may be got in plenty elsewhere, whereas there is a great deal in this book which is not easily to be found in other books.

### Duties on Liquor Licences.

**THE NEW DUTIES ON LIQUOR LICENCES IN ENGLAND AND WALES UNDER THE FINANCE (1909-10) ACT, 1910, FULLY EXPLAINED, WITH INTRODUCTION AND NOTES.** By G. C. WHITELEY, Barrister-at-Law. Stevens & Haynes.

Until the last Finance Act had at last reached port after its extremely stormy voyage, it was necessary to consult a large number of Acts, going back to 1825, on the subject of the duties payable in various circumstances in respect of the sale of intoxicating liquors. The new Finance Act has altered all that, and has simplified the matter from the lawyer's point of view, however heavily it may bear on the trade. This little book describes all the different Excise Licences now granted, and fully explains the sections of the Act which deal with the subject. It is very well done, and ought to be extremely useful to those concerned.

### Forensic Chemistry.

**A MANUAL OF FORENSIC CHEMISTRY, DEALING ESPECIALLY WITH CHEMICAL EVIDENCE, ITS PREPARATION AND ADDUCTION. BASED UPON A COURSE OF LECTURES DELIVERED AT UNIVERSITY COLLEGE.** By WILLIAM JAGO, Fellow of the Institute of Chemistry, Fellow of the Chemical Society, Barrister-at-Law. Stevens & Haynes.

There are many classes of cases in which chemical evidence is of very great importance—not only cases of the most serious criminal nature but cases of adulteration of food, patent cases and others. The chemist who prepares such evidence and the lawyer who wishes to use it are often at cross-purposes through not clearly understanding one another's requirements, principles and limitations. Here we have a useful book by a writer who is both chemist and barrister, written with the view of explaining to members of each of his professions matters which are common ground to both from the point of view of the other. We advise any lawyer who has to deal with such evidence to provide himself with the book. He may by so doing save himself much trouble and perhaps materially further the interests of his clients.

### Books of the Week.

**Companies Act, 1908.**—A.B.C. Guide to the Companies (Consolidation) Act, 1908, giving Information in Alphabetical Order on the Points Most Frequently Arising with Reference to the Administration of Companies and the Legal Requirements Relating Thereto. By HERBERT W. JORDAN, Company Registration Agent. Eighth Edition. Jordan & Sons (Limited).

**Stamps.**—The Alphabetical Stamp Guide. By HUMPHREY H. KING, B.A., LL.B., Barrister-at-Law. Butterworth & Co.; Shaw & Sons.

**Assurance Companies.**—The New Law Regulating Assurance Companies, being the Act of 1909, with Notes. By J. V. VESEY FITZGERALD, K.C., and R. J. QUIN, LL.B. Charles & Edwin Layton.

**Criminal Appeals.**—Criminal Appeal Cases: Reports of Cases in the Court of Criminal Appeal, May 2nd, 30th; June 13th, 1910. Edited by HERMAN COHEN, Barrister-at-Law. Vol. V., Part II. Stevens & Haynes.

The Court of Aldermen of the City have, says the *Times*, decided to provide a new seal for stamping official documents in the Mayor's Court in the place of the one which has been in use continuously since 1381. The old seal, which dates from the mayoralty of Sir William Walworth, is made of silver and is about the size of a crown piece. At present it is stamped on about 1,400 documents annually—principally in verification of the Lord Mayor's signature for use abroad. A fee of 9s. 6d. is charged for each impression. In the course of the five centuries in which it has been in use the design or device has become partially obliterated. The new seal will be a replica of the old, subject to such alteration as may be deemed desirable to distinguish it therefrom. The old seal will be deposited in the Guildhall Library.

## Correspondence.

### Public Confidence in Mortgage Investment.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—A few weeks ago a letter appeared in the columns of the *Daily Telegraph*, in which the writer referred to certain losses within his experience which had occurred from investment of moneys upon mortgage, and he claimed that mortgages were, in consequence, an unstable security, and should not any longer be sanctioned as investments for trust funds. Apparently, the loans in the cases referred to were authorized by duly qualified valuers, chosen and reporting in accordance with the Trustee Act, and the losses were occasioned, not from any initial blunder or miscalculation, but from a depreciation in value of the properties charged which had occurred during the interval from normal causes, and which was not discerned in time to avert the unfortunate consequences referred to.

The writer of this letter should be taken seriously by our profession, as his comments undoubtedly denote a tendency in public opinion. It is not to be denied that he touches the spot in which mortgages are at a disadvantage in comparison with other securities, and where reform is called for in law and practice for rendering them more secure.

In the abstract, a mortgage is a safer security than an investment in stocks and shares. For example, to cite a case within my own experience, trustees laid out £400,000 in Consols when they stood at 112. At to-day's quotation, though their income is maintained, their capital has shrunk by nearly a fourth. Had the money been invested upon mortgage, and the security had depreciated in no greater measure than the Government funds, then not only would their income have been preserved, but their capital, too, would be intact; for, with a margin of a third and a depreciation of a fourth, only the mortgagor would up to that time have been the sufferer. This is how a mortgage works out in theory, and more often than not in practice. But there are exceptions, and the cause of them needs to be traced.

The real difficulty lies in the fact that there is no continuous record, public or otherwise, revealing the fluctuations that occur in the value of houses and land, and herein an investment in stocks and shares has an advantage over an investment upon mortgage; for the value of stocks and shares is made the subject of daily notification, and their rise and fall can be seen almost from hour to hour, and a change of investment can be made when tendencies towards depreciation are marked. But in the case of a mortgage, private periodical revaluation is the only safeguard, and practical difficulties arise in regard to this upon the ground of expense and otherwise, and from the absence of any compulsory legislation that would assist solicitors and valuers in rendering the mortgages they have helped to create subjects for continued supervision. The Legislature, in seeking to make provision for the safe investment of moneys upon mortgage, seems to have disregarded the main necessity. They have enjoined the employment of a duly qualified valuer, chosen independently of the owner of the property, and that the loan be made under his advice, and that it should not exceed two-thirds of his valuation; but when the loan is once afloat, it is allowed, so far as the Legislature is concerned, to take its own course, and it is to this omission—the omission to safeguard the future and more uncertain periods of its career, that the losses that have occurred in mortgage investments are mainly attributable.

Mortgages duly watched are the safest of all investments, and it is to the interest of the profession that faith in their safety should not be shaken. On account of the heavy depreciation that has occurred in all values during the past few years, a considerable amount of money has been lost over mortgages as well as over stocks and shares, and that immunity from loss, which is of right the mortgagee's, has unfortunately not been maintained.

This is of itself a discomfiting reflection, but there are even graver considerations. We are face to face at the present moment with the possibility of an inquiry into the affairs of the Law Guarantee Society, and this will go to the root of the question of investment upon mortgage, and the revelations that may be anticipated in the way of unrealized valuation prophecy are not likely to ensure composure. If ever there was a time, therefore, for solicitors to take this question of the investment of moneys upon mortgage into their own hands and devise new safeguards for their clients it is now, and this can be done in no better way than by initiating legislation that will render periodical revaluation or re-inspection of mortgaged properties compulsory. Will the Law Society take the matter into their consideration while there is yet time to control public opinion and preserve public confidence?

July 11.

A MEMBER OF THE LAW SOCIETY.

[See observations under head of "Current Topics."—Ed. S.J.]

## The Duty of Secretaries of Public Companies as to Stamps on Transfers.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—Two circulars from the Inland Revenue, addressed "To Secretaries of Public Companies in the United Kingdom and others," have come before us recently, dated respectively April 29th, 1910, and June 17th, 1910.

The circular dated April 29th, 1910, after stating that "it has been brought to the notice of the Board of Inland Revenue on several occasions that instruments of transfer of shares, stock and debentures have been presented to be stamped with the fixed duty of 10s., although upon inquiry they were found to be properly liable to the *ad valorem* duty," proceeds to set out the occasions upon which a transfer is properly stamped with the fixed duty of 10s. So far so good.

The circular, however, in a subsequent paragraph proceeds to give what we believe to be an entirely erroneous interpretation of the duties of secretaries of public companies in connection with the registration of such transfers. It says: "Section 17 of the Stamp Act, 1891, imposes on all registering officers the duty of satisfying themselves that all instruments of transfer are adequately stamped before they admit them to registration. The Board... desire to urge upon all registering officers who may have to deal with instruments purporting to be properly stamped with the fixed duty of 10s. the necessity of satisfying themselves that the provisions of the law have been complied with in each case before they admit the instrument to registration."

It has never, we believe, been considered to be any part of the duty of a secretary of a public company to satisfy himself as to the adequacy of the consideration appearing in a transfer; if it were so, the position of a secretary would be intolerable.

Section 17 of the Stamp Act, 1901, is as follows:—"If any person whose office it is to register any instrument chargeable with duty registers any such instrument not being duly stamped he shall incur a fine of £10."

It is hardly necessary to point out the difference between *adequately* and *duly* in this connection, and the substitution of the one word for the other in the circular in question appears to us, to say the least of it, to be hardly fair.

The circular is stated to be "a reprint, with modifications and additions, of that issued on January 2, 1905." Sir F. B. Palmer, in the tenth edition (1910) of his "Company Precedents," Part I., page 605, says: "Where a transfer appears, having regard to its contents, to be duly stamped, it is not the duty of the secretary to cross-examine the depositor in order to ascertain whether the consideration is truly stated; *omnia præsumentur rite esse acta*. Thus, if the consideration expressed is 5s. and the stamp 10s., there is no need to go further."

The circular of the Inland Revenue seems to be a striking instance of "Somerset House legislation," and to have no support from any statute or any decided case. It is hoped that secretaries of public companies will resist this bureaucratic attempt to cast upon them duties which are not theirs.

OWSTON, DICKINSON, SIMPSON, & BIGG.

23, Friar-lane, Leicester, July 11.

[See observations under head of "Current Topics."—Ed. S.J.]

## Conveyance and Mortgage by One Deed.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—Where a vendor allows part of the purchase-money to remain on mortgage, the conveyance and mortgage are sometimes carried out by a single deed; the vendor conveys the property "unto the purchaser in fee simple to the use of the vendor for a term of 500 years" subject to a proviso for the cesser of the term on payment of principal and interest.

I understand that, according to one view, when the mortgage is paid off, there is no need for a formal reconveyance, an ordinary receipt endorsed being considered sufficient, and this because the term is only to endure until payment, when the use on which the term depends, *ipso facto*, comes to an end.

But if this opinion is correct, should not the receipt be stamped with *ad valorem* duty as for a reconveyance? And where the property is situate in a register county, such as Yorkshire, it seems more convenient in any event to have a formal reconveyance in order that a memorial of it may be placed on the register.

I do not find that the point is dealt with in the chief conveyancing works, and your readers' views would be interesting.

July 2.

VIATOR.

## Execution of Undated Conveyance.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—Referring to the practice for vendors to execute a deed of

conveyance or assignment of property for the purpose of the same, undated, being lodged at the official department for the purpose of obtaining a certificate exempting the purchaser from inquiry as to increment duty, this appears to raise a question as to whether it is proper for that executed engrossment to be subsequently used as authority, under the Conveyancing Act of 1881, to receive the purchase money.

It is obvious that a solicitor informing a client of the reason for executing a conveyance to be lodged for the purpose of increment duty does not bring home to the client's mind that the deed may be subsequently used as an authority for the solicitor to receive large sums of money under the deed.

Is it not desirable that solicitors should revert to the old practice and require a separate authority from clients authorising a solicitor to receive any moneys payable under the conveyance?

DRURY FREEMAN & BRANDLEY.

438 and 440, Lea Bridge-road, Leyton, July 8.

## London and South-Western Bank v. Women's Social and Political Union and Mrs. E. Penn Gaskell.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—Referring to the note you have in the current number with reference to the above case, I think you have been somewhat misled by the report of the case as it appeared in the *Times*.

What actually occurred was that we were able to prove (1) that the exchange slip had been signed by Mrs. Penn Gaskell for the "local committee W.S.P.U., Elinor Penn Gaskell"; (2) that the rules of the Union were that the account was only to be operated on by two members of the committee, and that the bank knew of these rules, because on a previous occasion, when it had been desired to change a crossed cheque into an open one, it had been marked "pay cash" and signed by one of the members of the committee, and the bank refused to cash it without the signature of another member of the committee being added. Mr. H. H. Gaine, for Mrs. Penn Gaskell, cited two cases, of which I have not the names, showing that where a person exceeds his authority to the knowledge of the person with whom he is dealing he cannot be held liable for breach of warranty of authority. Neither of the cheques was endorsed by Mrs. Penn Gaskell.

W. W. PENN GASKELL.

61-62, Broad Street-avenue, London, E.C., July 11.

## Finance (1909-10) Act, 1910—Increment Value Duty.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—We enclose copy of correspondence with the Inland Revenue Department with respect to deeds executed since the passing of the Act in pursuance of contracts made before the commencement of the Act. The question is one of considerable importance, and a reference to it in your columns may be valuable to the profession and the public.

COLLYER-BRISTOW & CO.

4, Bedford-row, W.C., July 2.

The following is the correspondence referred to by our correspondents:—

[COPY.]

4, Bedford-row, London, W.C., 3rd June, 1910.

Sir,—Our client (A. B.) has recently granted a lease of a small strip of land on his estate for a term of 100 years. The lease is dated the 24th ulto. There was no contract in writing for the granting of the lease, but it was granted in pursuance of a verbal arrangement entered into before the passing of the Finance (1909-10) Act, 1910. On the presentation of the lease, in compliance with the terms of section 4 (2) of the Finance (1909-10) Act, 1910, we were informed that as the arrangement for the granting of the lease was made before the commencement of the Act no claim for increment duty arose, and that the document could not be lodged for the purpose of having one of the stamps provided for in section 4 (3) affixed. As section 4 (3) provides that no instrument shall be deemed to be duly stamped unless it is stamped with one of the stamps provided for in that section, a difficulty will arise, not only if and whenever the document should be required to be produced in evidence, but also on any transfer of the leasehold interest in the property, as the document contains no evidence that the lease was in pursuance of a contract entered into before the Act. Moreover, sub-sections 2 and 3 of section 4 are not in terms limited to documents made in pursuance of contracts entered into after the commencement of the Act, and it might be argued that any instrument falling within the description of these sub-sections executed after the passing of the Act must bear one of the stamps provided for, irrespective of whether or not it is carrying out a contract entered into before the Act.

We would respectfully submit that, with the view of avoiding question hereafter, documents of the kind we have indicated should be stamped as provided for in section 4, sub-section 3 (c), otherwise

in very many cases it will be extremely difficult, if not impossible, to shew that the document is properly stamped and that no claim for increment duty arose at the date of the instrument. We assume, of course, that, before affixing such a stamp, the commissioners would require to be satisfied as to the existence of a contract or an arrangement entered into before the passing of the Act.

We put forward the case of the lease we have mentioned as a particular instance, but we have a number of other similar cases at the present time—e.g., the granting of various leases under building agreements entered into before the date of the passing of the Act. In these cases, of course, it will be impossible for each lessee to have the building agreement delivered to him, and the lessee will in after years have no means of proving that the stamp is correct, and questions will always be arising. Of course, the documents could contain a recital, or an endorsement could be made upon them, to the effect that they were entered into in pursuance of a contract dated before the Act, but that seems to us hardly satisfactory, and could not always be accepted as conclusive evidence without more formal proof, as it would be a bare statement by the parties interested. We shall be glad to hear that provision will be made in such cases as we have mentioned for affixing a special stamp on the documents so as to avoid any question or difficulty in future.—We are, sir, your obedient servants.

COLLYER-BRISTOW & Co.

The Secretary, Inland Revenue, Somerset House, W.C.

843/1910 L.V.—Land Value.

Inland Revenue, Somerset House, London, W.C.  
8th June, 1910.

Gentlemen,—In reply to your letter of the 3rd instant, I am directed by the Board of Inland Revenue to state that the provisions of the Finance (1909-10) Act, 1910, relating to increment value duty do not apply to instruments executed in pursuance of contracts (verbal or otherwise) entered into prior to the commencement of the Act.

Particulars of such instruments do not require to be presented, and it is not necessary (or possible) to impress any of the stamps mentioned in section 4 (3).

The board suggest that any further inconvenience would be obviated if a recital were made in the instrument of the date of the contract, or of the fact that the instrument was executed in pursuance of a contract entered into prior to the commencement of the Act.—I am, gentlemen, your obedient servant.

W. BRAITHWAITE, Assistant Secretary.

Messrs. Collyer-Bristow & Co.

843/1910.—L.V.

4, Bedford-row, W.C., 16th June, 1910.

Sir,—We thank you for your letter of the 8th inst.

The difficulties we mentioned in our former letter arise in very many cases, and are to our own personal knowledge being raised and fully discussed in various quarters, and the general feeling is that if the questions can be removed at the outset by the simple process of having a stamp affixed it will ultimately prove a great advantage and save questions and much trouble and expense, and we would again ask whether some provision in this respect cannot be made to assist in the smooth working and carrying out of the many additional obligations imposed on the transfer of landed property by the Finance Act.

There are two points mentioned in our former letter which are not dealt with in your reply:

(1) Sub-sections 2 and 3 of section 4 of the Finance Act, which impose on the transferor or lessor the obligation to lodge the instruments and provide that the instruments shall not be producible in evidence unless they bear one of the stamps mentioned, are not limited to instruments in pursuance of contracts entered into after the date of the Act, and the question arises, therefore, whether all documents dated after the date of the Act are not subject to the obligation of being lodged and of having the stamp affixed. The legislature may have purposely provided for this, so that the commissioners may in all cases be satisfied whether or not increment duty is payable, contemplating that in cases which involve carrying out contracts entered into before the Act the commissioners would require to be satisfied as to this, and that on their being so satisfied the stamp indicating that no increment duty is payable would be affixed.

(2) The suggestion that the instrument might contain a recital of the date of the contract was referred to in our former letter, but we then pointed out that this would be merely a bare statement by the parties interested, and could not be looked upon as conclusive evidence. In a case involving a dispute as to whether or not increment duty is payable, would a mere uncorroborated statement by the parties interested be accepted by the commissioners as conclusive evidence of the fact? In the event of its being necessary at any time to produce the instrument in evidence and of objection being taken in court to the stamp on the ground of the special stamp not being affixed, the opinion held by many solicitors with whom we have discussed the question is that either a contract in writing entered into before the Act would have to be produced and proved by proper evidence, or, where there was no such contract, but only a verbal arrangement, or where the written contract is not forthcoming, oral evidence would be required to prove the existence of such a contract, or verbal arrangement, which it might, after some time has

elapsed, be very difficult, if not impossible, to obtain, and which would in any case be attended with a good deal of trouble and expense.

We trust that the board will reconsider this question, and if they can see their way to assist in removing the difficulty, such a concession would be greatly appreciated.—We are, sir, your obedient servants.

COLLYER-BRISTOW & Co.

The Secretary, Inland Revenue, Somerset House, W.C.

L.V. 843/10.—Land Value.

Inland Revenue, Somerset House, London, W.C.,  
21st June, 1910.

Finance (1909-10) Act, 1910.

Gentlemen,—In reply to your letter of the 16th instant, I am directed by the Board of Inland Revenue to acquaint you that they are advised that as the execution of a conveyance or lease in pursuance of a contract made before the commencement of the Act does not create an occasion in which increment value duty is collectable, it is not possible to impress any of the stamps mentioned in section (4) 3. The board therefore regret that they are unable to modify their decision in the matter.—I am, gentlemen, your obedient servant.

W. BRAITHWAITE, Assistant Secretary.

Messrs. Collyer-Bristow & Co.

L.V. 843/10.

4, Bedford-row, London, W.C., 22nd June, 1910.

Finance (1909-10) Act, 1910.

Sir,—We beg to acknowledge the receipt of your letter dated yesterday. We infer that, in the opinion of the board, the "instruments" referred to in section 4 sub-section 2 of the Act do not include an instrument executed in pursuance of a contract made before the commencement of the Act. If this be so, the expression "any such instrument" in sub-section 3 of section 4 would not apply to instruments of the nature referred to in our former letters, and sub-section 3 would not therefore apparently preclude an adjudication stamp under section 12 of the Stamp Act, 1891, being made applicable so as to indicate that the instrument does not create an occasion on which increment value duty is collectable. This would meet the difficulty by affording an official notification that the instrument does not create an occasion attracting increment value duty. In the absence of some official notification on the instrument, the difficulty in practice will be serious and constant, and a little assistance on the part of the board of the nature we have suggested would be of such manifest convenience to the public that we trust the board will be able to see their way to entertain the suggestion.—We are, sir, your obedient servants.

COLLYER-BRISTOW & Co.

The Secretary, Inland Revenue, Somerset House, W.C.

843 L.V.

Inland Revenue, Somerset House, London, W.C.  
30th June, 1910.

Finance (1909-10) Act, 1910.

Gentlemen,—With reference to your letter of the 22nd instant, I am directed by the Board of Inland Revenue to acquaint you that they regret they cannot see their way to adopt your suggestion of modifying the adjudication stamp given under section 12 of the Stamp Act, 1891.—I am, gentlemen, your obedient servant.

J. JACOB, Assistant Secretary.

Messrs. Collyer-Bristow & Co.

## CASES OF THE WEEK.

### House of Lords.

MARSHALL v. OWNERS OF SHIP "WILD ROSE."  
19th April; 11th July.

MASTER AND SERVANT—WORKMAN'S COMPENSATION—ACCIDENT ARISING OUT OF AND IN THE COURSE OF THE EMPLOYMENT—SEAMAN—UNEXPLAINED DROWNING—NO INFERENCE—COMPENSATION ACT, 1906 (6 Ed. 7, c. 58), s. 1.

An engineer on board a trawler, while the ship was at a wharf, left his berth one hot summer night, saying that he would go on deck for a breath of fresh air. He was not seen again alive, and next day his dead body was found in the tidal basin close to the ship. The widow claimed compensation. The county court judge was of opinion that the proper inference to be drawn from the facts was that the deceased was drowned by accident arising out of and in the course of his employment, and accordingly made an award in her favour. The Court of Appeal held that the unexplained drowning of a seaman did not give rise to a *prima facie* case for compensation under the Act, the onus being on the applicant to prove that the accident arose out of, as well as in the course of, the employment, and as in this case that onus had not been discharged, the employers were not liable. On appeal to this House.

So held by Lords Atkinson, Shaw of Dunfermline and Mersey.

Per Lord Loreburn, L.C.—If a seaman, being on board his ship, accidentally perishes by one of those dangers incident to his employment the accident arises out of the employment.

Per Lord James of Hereford.—The words "arising out of the employment" point to some connection with the employment, and are

satisfied if the accident occurred during the employment and under circumstances which show that the injured workman had not at the time of the injury departed from the controlling incidents of the employment.

By a majority the decision of the Court of Appeal (53 SOLICITORS' JOURNAL, 488; 1909, 2 K. B. 46, 78 L. J. K. B. 536) was affirmed.

Appeal by the widow of a seaman from an order of the Court of Appeal reversing an award made in her favour by his Honour Judge Greenwell sitting at the North Shields County Court as an arbitrator under the Workmen's Compensation Act, 1906. The facts, which were not in dispute, were that on the 27th of May, 1908, Marshall, who was second engineer of the *Wild Rose*, then lying at the wharf at Aberdeen, left his berth about 10 o'clock at night, saying that he felt the heat, and would go on deck for a breath of fresh air. He was not seen again alive, and next day his dead body was found in the water close to the ship. The Court of Appeal held on these facts that they were not entitled to draw the inference that the accident arose out of the employment, and therefore that his widow was not entitled to compensation under the Act.

THE HOUSE, having taken time for consideration, dismissed the appeal by a majority.

LORD LOREBURN said that this case had been to him a very anxious one because of the view adopted by the Court of Appeal, from which he was always slow to differ, though he thought that Lord Justice Moulton had some doubts. The first question was, Did the evidence warrant the conclusion of fact reached by the county court judge that this unfortunate man fell into the water by accident? The second was whether, if that were so, the accident was one "arising out of the employment of the deceased." Beyond the fact that Marshall went up on deck with only his trousers, shirt, and socks on complaining of the heat they knew nothing. Now, in the affairs of life there was much that was often obscure; men had to draw inferences of fact from slender premises. A plaintiff or a claimant must prove his case; the burden was upon him. But this did not mean that he must demonstrate his case. It only meant that if there was no evidence in his favour upon which a reasonable man could act he would fail. If the evidence, though slender, was yet sufficient to make a reasonable man conclude that in fact this man fell into the water by accident and so was drowned then the case was proved. The county court judge so found (suicide was never suggested), and his lordship did not think that a jury would have hesitated in finding that he fell off the ship by accident. The second question was more difficult, but in his lordship's opinion if in the course of his employment there was some evidence that the man accidentally perished by one of those dangers to which the very nature of the employment exposed him, then the accident arose within the meaning of the statute "out of" that employment, and compensation was payable. In the present case the county court judge had so found, and his lordship thought he was entitled so to find.

LORD JAMES gave judgment to the same effect. The words "arising out of the employment" were somewhat vague, but he read them, as he thought they ought to be read, liberally, and doing so it seemed to him that the facts of this case established a right to compensation, and that therefore the appeal should be allowed.

LORD ATKINSON read a judgment in which he agreed with the Court of Appeal. He referred to the evidence, and said that there was nothing to show that the man did not deliberately jump or throw himself into the water beyond the greater probability of accident as compared with suicide. One could not help feeling sympathy with the applicant, but if any force was to be given to the words of the statute she must, in his opinion, be held to have failed to discharge the burden of proof resting upon her.

LORD SHAW gave judgment to the same effect.

LORD MERSEY, who also concurred with Lord Atkinson, said he did not regard this case as laying down any general principle. It turned entirely upon the particular facts, and, taking the view that he did of those facts, he thought the appeal failed.—COUNSEL, *Scott Fox, K.C.*, and *Lowenthal*, for the appellant; *Sir Robert Finlay, K.C.*, *J. R. Atkin, K.C.*, and *Mundahl*, for the respondents. SOLICITORS, *Moples, Teesdale, & Co.*, for *G. W. Chapman*, North Shields; *Williamson, Hill, & Co.*, for *R. & R. F. Kidd*, North Shields.

[Reported by *ERSKINE REID*, Barrister-at-Law.]

## Court of Appeal.

BRITISH SOUTH AFRICA CO. v. DE BEERS CONSOLIDATED MINES (LIM.). No. 2. 5th July.

MORTGAGE—CLOG ON EQUITY—EXCLUSIVE MINING LICENCE IN A MORTGAGE—FOREIGN LAND—LEX SITUS—CONTRACT TO GIVE MORTGAGE—EQUITIES INCIDENT TO MORTGAGE IN ENGLISH LAW.

A contract between parties in England to give a mortgage over foreign land is a contract to give a mortgage which inter partes is to be treated as an English mortgage, and subject to such rights of redemption and equities as the law of England regards as necessarily incidental to a mortgage. Consequently a stipulation in a mortgage transaction executed in London that the mortgagor should grant the mortgagee an exclusive mining licence in land in Rhodesia was held void as a clog on the equity of redemption.

This was an appeal from a decision of *Swinfen Eady, J.* (reported,

ante, p. 289). The facts are stated in the judgment of *Cozens-Hardy, M.R.*, as follows:—The plaintiffs are a chartered company with express powers to borrow money on debentures or other obligations, and to make concessions of mining or other rights and to grant leases for terms of years or in perpetuity, and either absolutely or by way of mortgage or otherwise. The defendant company are a limited company registered and incorporated in Cape Colony, but having an office in London. On the 20th of April, 1892, an agreement was made between the plaintiff company of the one part and the defendant company of the other part, under which a sum of £112,000 advanced, and to be advanced, by the defendants to the plaintiffs was to be secured. The £112,000 was to be repaid in London. By an agreement made on the 7th of December, 1892, between the same parties, described as supplemental to the principal agreement, after reciting that the defendants had advanced £112,000 to the plaintiffs and that the plaintiffs contemplated an issue of first mortgage debentures for £750,000, and had applied to the defendants to accept an issue at par of first mortgage debentures, part of such issue, in payment or satisfaction of the £112,000, and to lend a further sum of £100,000 to be secured by an issue at par of first mortgage debentures, further part of the said issue, and that the defendants had agreed to the said request and application on the terms therein mentioned, the agreement provided for the carrying out of the above mentioned arrangement, and clause 6 was in the following terms:—"In consideration of the assistance rendered and to be rendered by De Beers to the Charter Company as appearing in the principal agreement and this agreement the Charter Company shall grant De Beers exclusive licence to work all the diamondiferous ground to which the Charter Company is or may become entitled in the territories to which it now is or may become entitled or in which it now carries on or may carry on operations, whether north or south of the River Zambesi, such exclusive licence to be at the royalties and on the conditions therein mentioned, such conditions providing for the renewal of the licence every five years in perpetuity by paying a 10s. fine. On the 27th of June, 1894, the plaintiff company executed a trust deed to secure an issue of £250,000 mortgage debentures and £500,000 mortgage debenture stock, all ranking *pari passu*. According to the terms of this deed the principal and interest were made payable in London, but at the request of the holder payment of the interest might be made in the Cape Colony. Neither of the two agreements of 1892, nor the trust deed of 1894, was registered in Rhodesia, and in the absence of such registration no effective security on real estate in Rhodesia was created. Pursuant to the terms of the agreement of December, 1892, debentures to the amount of £212,000 were issued in London to the defendants. They were subsequently sold by the defendants, and were paid off by the plaintiffs before 1896. In these circumstances the defendants contended that clause 6 was a valid agreement, specific performance of which they sought by counter-claim in this action. The plaintiffs, on the other hand, alleged that clause 6 was inoperative and of no legal validity. All the documents referred to were executed in London. Northern Rhodesia is governed by English law; Southern Rhodesia by Roman Dutch law. *Swinfen Eady, J.*, gave judgment in favour of the plaintiffs. The defendant company appealed.

THE COURT (*COZENS-HARDY, M.R.*, and *FARWELL and KENNEDY, L.J.J.*) dismissed the appeal.

*COZENS-HARDY, M.R.*, stated the facts as above, and continued:—Now it seems to me reasonably plain, as a matter of construction, that the £212,000 advanced by the defendants to the plaintiffs was advanced on a contract to give security, and that there was no separate consideration for clause 6 nor anything which enables the court to say that that clause must be regarded as an entirely separate and independent obligation. This being so, it was not very strenuously argued that, according to English law, clause 6 could be relied upon. The authorities in the House of Lords, to which our attention was called, seem to me to establish this beyond all dispute. In the view of our law it is inconsistent with the very idea of a mortgage that on payment off of the mortgage debt the mortgagee should retain for his own benefit any part of, or any interest in, the mortgaged property. This principle applies whether the mortgage is legal or equitable and whether the property mortgaged is real or personal. It seems to me to be a highly sensible principle, and not to deserve the prejudice which it is sought to attach to it by using the term "clog on the equity"—a phrase which is not strictly applicable to the present case. For a mortgagee to claim a right after the mortgage debt has been paid off to retain in perpetuity all the valuable minerals in the mortgaged land is something more than a clog. But it is urged that this is a doctrine peculiar to English law, and is not to be found in Roman-Dutch law, by which, it is urged, the rights of the defendants in Southern Rhodesia ought to be governed. It is necessary in the first place to consider what is the proper law of the contract. I think the proper law is English. I arrive at this conclusion on several grounds. The contract was executed in London. It is in English form. The trust deed under which the debentures were issued, which were accepted by the defendants as satisfying the obligations of the plaintiffs under the agreement, made the principal money payable in London, and in a mortgage the debt is the principal thing and the security is merely an adjunct or accessory to the debt. The language used in the agreement, and the form of the securities, are familiar to all English lawyers, and without saying that the term "floating charge" is unknown in Roman Dutch law, as to which there is no evidence, I think the language used strongly confirms the *prima facie* rule that the place where the contract was executed is the proper

law: see *Peninsular and Oriental General Steam Navigation Co. v. Shand* (2 Moo. P. C. C. N. S., p. 290). But assuming that the proper law of the contract is English, it still remains to consider whether it is part of the English law that the security agreed to be given upon land in Southern Rhodesia should be governed by the *lex situs*. In my opinion the contract did not create any more than a personal right, as distinct from a real right, a right which the courts of this country would enforce *in personam*. In my opinion an English contract to give a mortgage on foreign land, although the mortgage has to be perfected according to the *lex situs*, is a contract to give a mortgage which *inter partes* is to be treated as an English mortgage and subject to such rights of redemption and such equities as the law of England regards as necessarily incident to a mortgage. It follows that I think Swinfen Eady, J.'s, judgment on this point was perfectly right. In the view which I take it is not necessary to express any opinion upon the different views of the expert witnesses on Roman Dutch law, or upon the other points which the learned judge decided against the plaintiffs. The appeal must be dismissed with costs.

FARWELL and KENNEDY, L.J.J., delivered judgments to the same effect. —COUNSEL, *Upjohn, K.C., Jenkins, K.C., and Holmes; Levett, K.C., W. E. Hollams, and G. H. Allen. SOLICITORS, Ingle, Holmes, Sons, & Pott; Coward, Hawksley, Sons, & Chance.*

[Reported by J. I. STIRLING, Barrister-at-Law.]

## High Court—Chancery Division.

**Re EVANS and BETTELL'S CONTRACT AND Re THE VENDOR AND PURCHASER ACT, 1874.** Parker, J. 7th July.

**WILL.—ADMINISTRATION—BEQUEST OF ANNUITIES AND LEGACIES PAYABLE OUT OF RESIDUARY REAL AND PERSONAL ESTATE—PROVISION FOR ANNUITIES AND LEGACIES—SALE OF REALTY.**

Where annuities and legacies are made payable out of residuary real and personal estate, and, in an administration action the court has made an order to set apart a sufficient sum to answer the annuities and legacies, the rest of the residuary real and personal estate is not thereby freed from the charge created in favour of the annuitants and legatees.

William Bettell, by his will made in 1902, directed his trustees as to the residue of his real and personal estate to invest such part thereof as should consist of money, and out of the net income to arise therefrom and from the residue of his real estate, which he desired should be retained by his trustees, to pay certain annuities and legacies, and subject to such payments in trust to pay the remainder of such income to the persons and in the manner specified in the said will. The said testator died in 1905, and on the 3rd of December, 1909, an order was made in an administration action, ordering that a sufficient sum of money should be paid into court to provide for the payment of the annuities and legacies given under the will. In May, 1910, a contract for the sale of a part of the testator's real estate was entered into, and upon investigating the title the purchaser raised the point that the property was, notwithstanding the order of the 3rd of December, 1909, subject to and charged with the annuities and legacies given by the will.

PARKER, J., said that the events which had happened had not in any way exonerated the real estate from the charges created in favour of the annuitants and the persons becoming entitled to the legacies on the happening of certain future events. He was of opinion that the jurisdiction of the court, as exercised in the case of *Re Parry* (38 W. R. 226, 42 Ch. D. 570) and *Harbin v. Masterman* (44 W. R. 421, 1896, 1 Ch. 351), was a jurisdiction founded upon administration only. When there were annuities charged upon the income of residuary real and personal estate which was ample to provide for all the annuities the court would often, in the exercise of its administrative jurisdiction, set apart a fund to answer the annuities, and distribute the rest of the estate; but, as North, J., had said in *Re Parry*, an exercise of this jurisdiction would not operate to release the rest of the estate, and if the fund set apart for the payment of the annuities should from any cause fail to answer the annuities, the annuitants could follow the rest of the property into the hands of the residuary legatees. He was not sure that this jurisdiction had been, or could well be, exercised with regard to real estate. The purchaser was right in his contention that the realty had not been released from the annuities and the legacies. His lordship added that the difficulty could be overcome by paying the purchase money into court in the administration action and making an application for an order as provided by section 5 of the Conveyancing and Law of Property Act, 1881. The court would then be able to declare the land free from the charges.—COUNSEL, *J. G. Wood; W. M. Cann. SOLICITORS, Corbin, Greener, & Cook, for R. A. Wilkinson, Barnsley; Horsley & Weightman.*

[Reported by F. BRIGGS, Barrister-at-Law.]

**Re THE APPLICATION OF THE GRAMOPHONE CO. (LIM.).**

Parker, J. 16th June; 6th July.

**TRADE-MARK—REGISTRATION—DISTINCTIVE MARK—"GRAMOPHONE"—"ADAPTED TO DISTINGUISH"—TRADE-MARKS ACT, 1905 (5 ED. 7, c. 15), s. 9, SUB-SECTION 5.**

The applicants for leave to proceed with the registration of a trade-mark under section 9, sub-section 5, of the Trade-Marks Act, 1905,

sought to register as a trade-mark a word, which, in the trade, had become distinctive of the applicants' goods, but which to the general public had come to denote the name of an article without connoting any special manufacturer.

Held, that the registration of the word ought not to be allowed to be proceeded with.

Re Joseph Crosfield & Sons (Limited) (1910, 1 Ch. 118).

The applicant company, who were the manufacturers of a talking machine, operating a disc record, largely advertised their machine as a "gramophone" (a word in existence before they acquired rights in the patents under which the machines were made). It appeared from the evidence before the court that whereas to the trade the word "gramophone" had come to mean not only a machine operating a disc record, but also one of the applicants' manufacture, to the general public it only denoted a talking machine, operating a disc record, as opposed to one operating a cylindrical record. The applicant company now sought leave to proceed with the application for the registration of the word "gramophone" as a trade-mark under section 9, sub-section 5, of the Trade-Marks Act, 1905. The Board of Trade, in opposing the application, contended that the word could not be adapted to distinguish the applicants' machines from those of other manufacturers, and that the application should, therefore, be dismissed.

PARKER, J., said that an application under section 9, sub-section 5, of the Trade-Marks Act, 1905, in effect admits that the word sought to be registered had some direct reference to the character or quality of the goods in respect of which it was proposed to be registered. The word which in the present case the applicant company proposed to register as a trade-mark was the word "gramophone," and the goods in respect of which the word was proposed to be registered were stated to be gramophones and sound-recording and reproducing instruments, records, parts, and accessories. Besides the admission involved in the application, it was abundantly clear on the evidence that the word "gramophone" had direct reference to the character of these goods. Whatever else it might connote, it certainly denoted a talking machine of a particular type. It could, therefore, only be registered in respect of talking machines, if, notwithstanding this, it was, in the opinion of the Board of Trade or the court, a distinctive word; that is, a word adapted to distinguish the talking machines of the applicant company from those of other persons. It was also clear from the evidence that, to the general public, the word "gramophone" now denoted a talking machine with disc, as opposed to cylindrical records; that is, a particular type of machine, and denoted this without any connotation of the source of manufacture. In this sense the word had found its way into dictionaries, was used in patent specifications, newspapers, and other current literature. On the other hand, it was equally clear that to the trade generally the word, while still denoting a talking machine of a particular type, connoted also the source of manufacture of such machine. What he had to decide was whether, under these circumstances, the word ought to be admitted to registration as a word adapted to distinguish the machines of the applicant company from the machines of rival manufacturers. It could not be said that the word in itself was more adapted to distinguish the goods of one manufacturer any more than the word "matches" would distinguish the matches of one maker from those of another. In itself, therefore, the word "gramophone" could not, upon its own merits, be deemed distinctive within the meaning of section 9, sub-section 5, of the Trade-Marks Act, 1905. Even if the word had in the trade become distinctive, there still remained the question whether the application to register it as a trade-mark ought to be allowed to proceed. It appeared from the judgments of the Court of Appeal in *Re Joseph Crosfield & Sons (Limited)* that even where a word proposed to be registered had acquired a large degree of distinctiveness by use as a trade-mark, the court had a wide discretion in granting or refusing permission to proceed with an application for its registration. In that case the word "Perfection" as applied to soap had acquired by use as a trade-mark, both in the trade and to some degree among the public, a secondary meaning, connoting the soap of the applicants for its registration. The application was refused in the exercise of the discretion of the court, notwithstanding section 44 of the Act, under which, even after registration, any trader might have used the word "Perfection" in any *bona-fide* description of his own wares. If a laudatory word such as "Perfection" ought not to be admitted to registration, although among the trade it had become distinctive of the goods of a particular manufacturer, it seemed to follow, *a fortiori*, that the name by which an article is popularly known ought not to be admitted as a trade-mark for that article, although in the trade it had come to connote the source of its manufacture. His lordship, therefore, held that the application to register the word "gramophone" ought not to be allowed to proceed, and dismissed the application with costs.—COUNSEL, *A. J. Walter, K.C., M. Romer, K.C., and J. H. Gray; Sir R. Isaacs, S.G., and C. H. Sargent; H. B. Samuel. SOLICITORS, Broad & Co.; Solicitor to the Board of Trade; Bristows, Cooke, & Carmichael.*

[Reported by F. BRIGGS, Barrister-at-Law.]

**Re LAND'S PATENT.** Parker, J. 28th June.

**PATENT—LAPSE—OMISSION TO PAY RENEWAL FEE—MISTAKE AS TO LAW—"UNINTENTIONAL"—RIGHT TO RESTORATION—PATENTS AND DESIGNS ACT, 1907 (7 ED. 7, c. 29), s. 20.**

A patentee, having omitted to pay the renewal fee upon a patent which consequently lapsed, applied to have it revived in accordance with the terms of section 20 of the Patents and Designs Act, 1907,

which provides for the reviving of a patent in cases where there has been an unintentional omission to pay the renewal fee. The patentee pleaded that he had not paid the fee through being under the impression that as he had made an application for letters patent for practically the same invention with improvements, it was unnecessary for him to keep his earlier patent alive.

Held, that as the omission to pay the fee was deliberate, and not unintentional, relief could not be granted, and that the reasons which led to the patentee not paying the fee were immaterial.

H. S. Land was the owner of a patent granted in 1904 for improvements relating to lathe and other tool holders. Having perfected several improvements in the invention he, in July, 1909, applied for a new grant of letters patent, and furnished specifications shewing the earlier invention and the added improvements. In October, 1909, the second renewal fee in respect of the patent of 1904 became due, and, being at the time almost without means (though it was admitted that he could have raised the money if he had thought it necessary), and being under the impression that the improvements which were shewn in the specifications of 1909 covered and protected his earlier invention, he deliberately abstained from paying it. Later in 1909 he filed a complete specification of the improved device, and was subsequently informed that his own patent of 1904 was an anticipation of the invention, and that the former had lapsed through non-payment of the renewal fee. Land then applied to have the earlier patent revived under the terms of section 20 of the Patents and Designs Act, 1907. The comptroller decided that the relief afforded by the Act was only to be granted in cases where "the omission to pay the fee was unintentional, and there had been no undue delay," and that in this case, however unfortunate to the petitioner his ignorance of the law might be, it was clear that he intended not to pay the fee, and that, therefore, no relief could be granted. Land now appealed from the decision of the comptroller.

PARKER, J., in the course of his judgment, said that prior to the passing of the Patents and Designs Act, 1907, a patent which had lapsed owing to the non-payment of fees could only be restored by an Act of Parliament. Section 20 of the Act gave the comptroller power to restore a patent under certain conditions, the words of the section being as follows: "(1) Where any patent has become void owing to the failure of the patentee to pay any prescribed fee within the prescribed time, the patentee may apply to the comptroller . . . for an order for the restoration of the patent. (2) Every such application shall contain a statement of the circumstances which had led to the omission of the payment of the fee. (3) If it appears from such statement that the omission was unintentional and that no undue delay has occurred in the making of the application, the comptroller shall advertise the application, . . . and any person may give notice of opposition at the Patent Office. . . . (5) After the expiration of the prescribed period the comptroller shall hear the case, and, subject to an appeal to the court, make an order either restoring the patent or dismissing the application. . . ." It was clear that the omission referred to in paragraph 3 was the omission to pay the fee, and that the section only applied in cases where the omission to pay was unintentional. In order that the omission to pay the fee should be intentional it was only necessary that it should be present to the mind of the person who had to pay the fee that the fee was due, and that he should deliberately elect not to pay it. The reasons for that election were absolutely immaterial. If he were to hold that the omission to pay the fee had been unintentional within the meaning of the section it would be difficult to draw the line in giving the relief for which the section provided. The section only provided for one of a series of cases—i.e., the narrow case of unintentionally omitting to pay a fee, and did not provide for the case where a man deliberately elected not to pay it under an erroneous supposition, which influenced his conduct, and with which, under the section, the court had nothing to do. There was, therefore, no reason for his lordship to interfere with the decision of the comptroller. His lordship added that what he had said was without prejudice to a certain preliminary question—namely, as to whether he had jurisdiction, inasmuch as under sub-section 3 there was no provision for appeal. The appeal which lay to him was under sub-section 5, and it was from the decision of the Comptroller-General restoring the patent or dismissing the application after advertisement and opposition; but he had been asked to deal with the matter on the footing that he had jurisdiction in order to give his opinion as to the construction of the Act.—COUNSEL, A. J. Walter, K.C., and F. C. H. Sinclair; C. H. Sargent. SOLICITORS, McKenna & Co.; Solicitor to the Board of Trade.

[Reported by F. BRIGGS, Barrister-at-Law.]

#### STEEDEN v. WALDEN. Eve, J. 4th July.

NEXT FRIEND OF INFANT—COSTS—RIGHT TO BE INDEMNIFIED AGAINST DAMAGES AND COSTS—UNSUCCESSFUL LITIGATION.

An infant is *primâ facie* liable to indemnify his next friend against costs properly incurred on his behalf, and such liability will be enforced by making the infant's property available to recoup the next friend in all cases where the court is satisfied that the litigation has been prompted by motives of benevolence towards the infant, and has been conducted in his interest and with diligence and propriety.

This was an action for a declaration that the infant defendant was bound to indemnify the plaintiff, his next friend, against costs which he had incurred and the costs and damages which he had been ordered

to pay in an unsuccessful action. The action was an action in which the present defendant sought to establish his title to certain real property as against a building society claiming to be legal mortgagees. An interim order was made restraining the building society from exercising their power of sale until judgment or further order on the usual undertaking as to damages. The action was brought under the advice of counsel, and was tried in February, 1909, when the action was dismissed and an inquiry directed whether the defendants had suffered any and what damage by reason of the interim order, and it was ordered that the next friend should within one month from the date of the certificate pay to the defendants any damages thereby certified, and also their taxed costs of the action. The plaintiff now claimed indemnity in respect of these damages and costs.

EVE, J.—This action is of an unusual, if not of an unprecedented, character. The plaintiff recently acted as next friend of the defendant in an unsuccessful action, and he now sues the defendant, who is still an infant, claiming a declaration that the defendant is bound to indemnify him against the costs which he incurred and the costs and damages which he has been ordered to pay in the unsuccessful action. He further claims (1) a declaration that he is entitled to have the amount of such costs and damages charged upon the property of the infant; (2) to have the charge enforced by foreclosure or sale; and (3) the costs of this action. The unsuccessful action was one in which the present defendant sought to establish his title to certain property in Essex as against a building society claiming to be legal mortgagees. In the action an interim order was made restraining the building society from exercising their power of sale until judgment or further order upon the usual undertaking as to damages being given. The action was brought under the advice of counsel, and I am satisfied that all the facts known to the defendant's advisers were fully and accurately placed before counsel, and that the action was conducted throughout in a proper and reasonable manner. It was tried by me in February, 1909, and I gave judgment dismissing the action, directing an inquiry whether the defendants had suffered any and what damage by reason of the interim order, and ordering that the next friend should within one month from the date of the certificate pay to the defendants any damages thereby certified and also their taxed costs of the action. The damages and costs payable to the defendants amount to £468 13s. 10d. The plaintiff's own costs amount to £248 16s., and it is the total of these two sums for which the plaintiff claims indemnity in this action. The general attitude of the court towards the next friends of infants is stated by Lord Brougham in *Nalder v. Hawkins* (2 My. & K., at p. 247), and language much to the same effect is to be found in the judgment of Vice-Chancellor Turner in *Smallwood v. Rutter* (9 Hare 24). The principles upon which the court acts in determining whether costs incurred by a next friend may properly be provided for out of property of the infant in the course of administration by the court are illustrated by such cases as *Taner v. Ivie* (2 Ves. sen. 465), *Campbell v. Campbell* (2 My. & Cr., at p. 30), *Cross v. Cross* (8 Beav. 455), *Clayton v. Clarke* (7 Jur. N. S. 562), and *Pritchard v. Roberts* (L. R. 17 Eq. 222). These and other decisions whereby property of an infant has been made available to recoup the next friend proceed on the footing that the infant is *primâ facie* liable to indemnify the next friend against costs properly incurred on his behalf, and they shew that such liability ought to be and will be enforced in all cases where the court is satisfied that the litigation has been prompted by motives of benevolence towards the infant and has been conducted in his interest and with diligence and propriety. Moreover, in *Helps v. Clayton* (17 C. B. N. S. 553), in a considered judgment to which Willes, Byles, and Keating, J.J., were parties, it was held that a plea of infancy was no defence to an action brought to recover the costs of a marriage settlement, prepared on the instructions of an infant given by her father as her agent on the ground that the preparation of the settlement, beneficial as securing to the infant a proper provision, might justly be considered a necessary suitable to her estate and position. Nor must it be overlooked that an infant attaining full age *pendente lite*, and abandoning the suit, must pay the costs of the next friend unless he can establish that the action was improperly instituted (*Anon.*, 4 Mad. 461). In the present case, as already stated, proceedings were commenced under the advice of counsel, and although they proved unsuccessful and the infant has derived no benefit from them, the ultimate event, depending mainly as it did on the extent to which the title of the defendant mortgagees was affected by the fraudulent conduct of the infant's father, remained a matter of uncertainty until all the evidence had been produced at the trial. Had I been administering the estate of the infant, and had an application been made to me to sanction the institution of the action and its prosecution to a hearing, I should have acceded to the application, and might even have gone so far as to authorize the raising of money to provide for the costs on the security of the infant's property outside the subject of the action. I think, therefore, this is eminently a case to which I ought to apply the principles underlying the decisions I have referred to, and I propose to make an order declaring that the defendant is bound to indemnify the plaintiff against the costs and damages which he was ordered to pay and the costs, charges, and expenses properly incurred by the plaintiff on the defendant's behalf in, and in relation to, such action. As I am not administering the infant's estate I do not see my way to make any such declaration of charge as the plaintiff asks for, but I give liberty to apply, and I order the defendant to pay the costs of this action.—COUNSEL, Jessel, K.C., and E. Ford; C. H. Carden Nod. SOLICITORS, Stoneham & Sons; G. R. Cawley.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

## High Court—King's Bench Division.

TRUMAN v. ATTENBOROUGH. Walton, J. 30th June;  
1st and 6th July.

SALE OF GOODS—PASSING OF PROPERTY—FRAUD—VOIDABLE TITLE—  
ESTOPPEL.

The plaintiffs handed a pearl necklace to B. on the 18th of November, 1909, on the terms of a note which provided that he received the goods "on appro," and that the goods were to remain the property of the plaintiffs until invoiced by them. It was orally arranged between the parties that the necklace should be paid for in cash and no credit should be given. On the same day B. pawned the necklace with the defendant, who acted in good faith, on the terms of a deposit note, which provided that the necklace should be held by the defendant as security "for the payment of £550, . . . to be also a further charge on all other securities now held or which may be held. . . ." On the 17th of December the plaintiffs, on the representation of B. that he had found a customer for the necklace, who would only pay on credit terms, invoiced the necklace to B. On the 17th of January, 1910, the plaintiffs handed a diamond necklace to B., together with a note similar in its terms to that accompanying the former note, and on the same day B. pawned it with the defendant on the terms of the former deposit note. In an action by the plaintiffs to recover the goods it was

Held, that, although the plaintiffs were not estopped from denying the defendant's title, as the property in the pearl necklace passed when it was invoiced to B., and the plaintiffs had not avoided his title before the advance of the 17th of January was made, the defendant had a valid charge on the necklace in respect of the amount so advanced, but that there was no valid charge in respect of the diamond necklace.

The plaintiffs, who were a firm of manufacturing jewellers, sued the defendant for the return of a diamond and a pearl necklace and damages for their detention. The facts, as found by the learned judge, were as follows: On the 18th of November, 1909, the plaintiffs handed a pearl necklace to one Bruford, who was a pearl and diamond dealer, on the terms of the following note: "On appro. from W. Truman (Limited). . . . Pearl necklace, seventy-one pearls, 263 grs. £750 nett. These goods to remain the property of W. Truman (Limited) until invoiced by them." At the same time Bruford was told that the necklace must be paid for by cash only, and that there could be no credit. On the same day Bruford pawned the necklace with the defendant as security for a loan of £400, the advance being made by the defendant in good faith. On the 17th of December Bruford told plaintiffs that he had a customer for the necklace, but represented that the customer would only pay by bills. The plaintiffs agreed to accept payment by bills, and on the following day, when Bruford falsely informed them that he had sold the necklace, the plaintiffs invoiced it to him. On the 17th of January, 1910, the plaintiffs handed a diamond necklace to Bruford on the terms of a note similar to that given in respect of the pearl necklace, except that the words "net cash" were added to the price; and on the same day Bruford pawned it with other articles with the defendant. In both cases the goods were pawned with the defendant on the terms of a deposit note, which provided that the defendant should hold the goods deposited "as security for the payment of £550 lent by her to me, together with interest thereon . . . to be also a further charge on all other securities now held or which may be held by her . . . from me." The plaintiffs discovered the fraud of Bruford early in February, 1910, and then issued the writ in the present action. It was submitted on behalf of the plaintiffs that the defendant only got Bruford's title, which was voidable, and as the property in the goods had never passed to Bruford they were entitled to recover. It was contended on behalf of the defendant that in the case of the pearl necklace the property in it passed to Bruford when it was invoiced to him on the 18th of December, and that in any case the plaintiffs were estopped from denying the defendant's title to the articles pledged. *Cur. adv. vult.*

WALTON, J., in the course of his judgment (after stating the facts) said he thought it was clear that the pearl necklace was not handed over to Bruford upon the ordinary terms of sale on approval, nor was there a completed sale. By the terms upon which it was handed over it was stipulated that it was to remain the property of the plaintiffs until invoiced by them, and until that was done there could be no completed sale. On the 17th of December the necklace was in fact invoiced to Bruford, and there was therefore a completed sale. If Bruford's title was good, and one which could not be avoided, the benefit of it would have passed at once to the defendant, who would then become entitled to retain the necklace as a security for the advance. As the plaintiffs were induced to complete the transaction by Bruford's fraudulent misrepresentations the transaction was voidable, but if before it was avoided he had dealt with some third person who had no knowledge of the fraud, and the dealing was in good faith and for value, then that third person would acquire a good title which could not be avoided by the plaintiffs. He thought, however, that the defendant, on the 18th of December, got a voidable title, and, subject to estoppel and the further deposits

on the 12th and 17th of January, the defendant got no charge on the pearl necklace in respect of the £400. On the point as to estoppel he had to consider the dicta of Farwell, L.J., in the case of *Weiner v. Gill and Weiner v. Smith* (1906, 2 K. B. 582), where it appeared to him that Farwell, L.J., in effect said that if an article like a pearl necklace was handed over by its owner to another in order that he might sell it on some particular terms, or in order that he might raise money upon it, whether for himself or the owner, then if that other person fraudulently pawned it or sold it contrary to the terms of his instructions, the person to whom it was sold or who advanced money on it might get a good title as against the true owner, but putting the present case in the highest way in favour of the defendant, he did not think the facts were sufficient to raise a case of estoppel. The last question was whether by a transaction of the 12th of January and a further transaction of the 17th of January primarily connected with the diamond necklace, by virtue of certain deposit notes signed by Bruford, the defendant did not acquire a charge for something on the pearl necklace. He thought the plain meaning of the deposit notes of the 12th and 17th of January was that the £550 advanced was to be a charge not only on jewellery deposited on that date, but on all other securities held by the defendant, and therefore on the pearl necklace deposited on the 18th of November, and therefore, as it had been invoiced to Bruford, the property in it had passed to him, subject to the contract being avoided. It seemed to him, therefore, that the defendant had a good charge on the pearl necklace, although she had no charge in respect of advances made at a time when Bruford had no title. The result was that the plaintiffs were right in regard to the diamond necklace, but in regard to the pearl necklace the defendant was right, and had a charge upon it for an amount which would be reserved, and there would be judgment for the defendant for whatever she might be entitled to under the deposit notes.—COUNSEL, *Banks, K.C.*, and *Whateley, Lush, K.C.*, and *Attenborough. SOLICITORS, Harston & Bennett; Stanley J. Attenborough.*

[Reported by LEONARD C. THOMAS, Barrister-at-Law.]

## Probate, Divorce, and Admiralty Division.

COLLINS v. COLLINS. Evans, P. 4th July.

DIVORCE—WIFE'S SUIT—ORDER FOR MAINTENANCE—NO DUM SOLA ET CASTA CLAUSE—MOTION BY HUSBAND TO RESCIND AND DISCONTINUE—MATRIMONIAL CAUSES ACT, 1907 (7 ED. 7, C. 12)—REFUSAL BY COURT TO VARY.

When an order for maintenance is made by the court it is then determined once and for all, subject to appeal, whether or not the *dum sola et casta* clause is to be inserted.

Motion by respondent husband to vary or discharge an order made on the 25th of October, 1909, by which he had been ordered to pay to the petitioner maintenance of 11s. per week. The motion sought to rescind or discontinue the maintenance on the ground that the petitioner, at the date of the said order, "was and still is unchaste and immoral." Counsel for the petitioner took the preliminary objection that the court had no power to vary the order on the ground alleged. The court had power, under section 2 of the Matrimonial Causes Act, 1907, to order a husband to pay to his wife during their joint lives a monthly or weekly sum for her maintenance; and sub-section (a) of the same section allowed the court to discharge or modify the order if the husband subsequently, from any cause, became unable to make such payment. There was no *dum sola et casta* clause in the original order made on the 25th of October, 1909; the allegation now made against the wife, and which was denied by her, was no ground for varying the order. The following cases were cited: *Isler v. Fisher* (10 W. R. 122, 2 Sw. & Tr. 410), *Chetwynd v. Chetwynd* (14 W. R. 184, 1 P. & D. 39), *Lander v. Lander* (39 W. R. 416; 1891, P. 161), *Wood v. Wood* (1891, P. 272), *Smith v. Smith* (1898, P. 29), *Kettlewell v. Kettlewell* (1898, P. 138), *Bradley v. Bradley* (51 W. R. 200, 7 P. D. 237), and *Benyon v. Benyon* (1890, 15 P. D. 54). Counsel for the respondent husband submitted that the principles upon which the court formerly acted were laid down in *Fisher v. Fisher* (*supra*) and *Chetwynd v. Chetwynd* (*supra*), but latterly the *dum sola et casta* clause was omitted where the court did not wish to put upon a wife, with an unblemished character, the indignity of inserting it. The clause should still be considered as part of the order by implication. Moreover, there was power to vary the order under the 1907 Act. In addition to the above cases counsel referred to *Harrison v. Harrison* (35 W. R. 703, 12 P. D. 130), *Gladstone v. Gladstone* (1 P. D. 442), *Edwards v. Edwards* and *Francis* (1894, P. 33), and *Parry v. Parry* (1896, P. 37).

EVANS, P., upheld the preliminary objection, and said that the argument addressed to him by the respondent's counsel amounted to this, that in every order of this kind a *dum sola et casta* clause ought to be inserted. If it was included, it was expressed; but if it was not expressed, then it was to be inferred. He (his lordship) could not think that was right. All the circumstances were considered when the order was made. It was then determined finally, subject to appeal, whether or not the clause should be inserted. He did not consider that there was any more reason for varying the order now than to say

that a deed which did not contain the *dum sola et casta* clause ought to be held to contain it by implication. No suggestion was made that the means of the husband had altered. The only question was the alleged misconduct of the petitioner, about which he (his lordship) knew and said nothing, and that was not sufficient to allow the motion to succeed. It would be dismissed with costs.—COUNSEL, *Forbes*, for respondent; *Bayford*, for petitioner. SOLICITORS, *W. E. Glaesier*, for respondent; *Law & Worssam*, for petitioner.

[Reported by DIGBY COTES-FREEDY, Barrister-at-Law.]

P. v. P. AND T. Evans, P. 27th June; 9th July.

DIVORCE—HUSBAND'S SUIT—WIFE'S SUIT FOR JUDICIAL SEPARATION—  
ACT ON PETITION BY WIFE—ORDER FOR ALIMONY OBTAINED BY WIFE—  
NON-COMPLIANCE—HUSBAND'S SUIT STAYED.

A suit for divorce brought by the husband was stayed by the court owing to non-compliance with an order for alimony, *pendente lite*, obtained by the wife in a subsequent suit for judicial separation, she having by act on petition raised the question of jurisdiction in answer to the husband's suit.

Summons in chambers by the respondent wife to stay her husband's suit for divorce on the ground that the husband had failed to comply with an order for payment of alimony, *pendente lite*. It appeared that on the 27th of May, 1909, the husband filed his petition for divorce on the ground of his wife's alleged adultery with the co-respondent. On the 28th of May the wife petitioned for a judicial separation on the ground of her husband's alleged cruelty, which by his answer he denied. On the 30th of June the wife, having appeared under protest to her husband's suit, filed an act on petition, alleging that he was not domiciled in England, and that the court had no jurisdiction to entertain the suit. By his answer the husband alleged that he had acquired an English domicile. On the 19th of October the wife, having applied for alimony, *pendente lite*, obtained an order for payment of £3 a week, and there was now due to her over £160, nothing having been paid. On the 21st of December the wife attached certain motor shares, which constituted the only property of the husband in England. On the 11th of March, 1910, the wife obtained an order for payment of £74 (costs) and £35 (security) in the act on petition, and these amounts were paid on the 7th of May. Counsel for the wife stated that his client was penniless, while the husband had an allowance of £600 from his mother, and was entitled in reversion to large sums under the wills of his father and grandfather. He had not lived in England since August last, and was setting the court at defiance. Counsel for the husband submitted that the court had no power to make such an order. Alimony had been granted in the wife's suit for judicial separation, a subsequent and separate suit from the original one, in which she had challenged the jurisdiction of the court. She might have applied for alimony in that suit (*Ronalds v. Ronalds*, 1875, 3 P. & D. 259), but not having done so, could not stay the husband's suit for non-compliance with an order in her own suit. There was no authority supporting the present application, while by analogy *Yeatman v. Yeatman* (18 W. R. 232), *Abdy v. Abdy* (1896, 12 T. L. R. 524), and *Keane v. Keane* (1873, L. R., 3 P. & D. 52) were cases in which the court had refused a stay. Owing to there being an act on petition the suits could not be consolidated. On the question of means, the husband had received no allowance since October last, but merely "pocket money" amounting to £21 3s. 3d., of which a balance of 4s. 3d. remained.

EVANS, P., said that he was satisfied that he had a discretion in the matter, and that the husband could, if he chose to do so, obtain at any rate part of the arrears, as he had been able to obtain the £74 and £35. That being so, the husband's suit would be stayed until he had paid his wife £75 in respect of the arrears of alimony.—COUNSEL, *Bayford*, for the wife; *J. H. Murphy*, for the husband. SOLICITORS, *Hasties*; *Steadman, Van Praagh, & Gaylor*.

[Reported by DIGBY COTES-FREEDY, Barrister-at-Law.]

## New Orders, &c.

### Finance (1909-10) Act, 1910.

[10 Edw. 7, Ch. 8.]

SUPER-TAX, 1909-10.

Notice is hereby given that, under the provisions of this Act, it is incumbent upon every individual, whose statutory income for the financial year ended the fifth day of April, 1909, exceeded five thousand pounds, to give notice thereof to the Special Commissioners of Income Tax before the thirty-first day of July, 1910.

Every individual, therefore, who has not already given such notice, or who has not received a form of return from the Special Commissioners, should before that date communicate in writing with the Clerk to the Special Commissioners at 49, Wellington-street, Strand, London, W.C., from whom the form of return may be obtained.

Dated this 1st day of July, 1910.

J. E. CHAPMAN, Secretary.

Inland Revenue, Somerset House, London.

## Societies.

### The Law Society.

#### ANNUAL GENERAL MEETING.

The annual general meeting of the Law Society was held on Friday, the 8th inst. at the society's hall, Mr. WILLIAM HOWARD WINTERBOTHAM (president) occupying the chair. The meeting was very largely attended, the hall being crowded. The following members of the Council were present:—Mr. Henry James Johnson (vice-president), Mr. James Samuel Beale, Mr. Thomas William Bischoff, Mr. John James Dumville Botterell, Mr. John Wreford Budd, Mr. Alfred Henry Coley (Birmingham), Sir Homewood Crawford, Mr. Robert William Dibdin, Mr. Walter Dowson, Mr. Robt. Ellett (Cirencester), Sir Edward Henry Fraser, D.C.L. (Nottingham), Mr. Samuel Garrett, M.A., Mr. Herbert Gibson, Mr. Charles Goddard, Mr. John Waller Hills, M.P., Mr. William John Humfrys (Hereford), Mr. Charles Berkeley Margetts (Huntingdon), Mr. Robert Chancellor Nesbitt, Mr. Ernest Fitzjohn Oldham, Mr. William Worship Paine, B.A., Mr. Richard Pennington, Mr. Thomas Rawle, Sir Albert Kaye Rolitt, B.A., LL.D., D.C.L., Mr. Charles Leopold Samson, Mr. William Arthur Sharpe, Mr. Frank William Stone (Tunbridge Wells), Mr. Walter Trower, and Mr. William Melmoth Walters; with the following extraordinary members:—Mr. Arthur Joseph Clarke (High Wycombe), Mr. Richard Stewart Cleaver (Liverpool), Mr. Thomas Eggar (Brighton), Mr. William Henry Norton (Manchester), Mr. Arthur Copson Peake (Leeds), Mr. Richard Alfred Pinsent (Birmingham), and Mr. Robert Pybus (Newcastle-on-Tyne), Mr. S. P. B. Bucknill (secretary), and Mr. E. R. Cook (assistant secretary).

#### ELECTION OF COUNCIL.

The following sixteen candidates had been nominated to fill the fifteen vacancies on the Council caused by the retirement in rotation of ten members and the deaths of Mr. E. K. Blyth, Mr. T. Marshall (Leeds), Mr. C. Mylne Barker, Mr. Frank Dawes, and Sir John Hollams:—Mr. Cecil Allen Coward, Mr. Weeden Dawes, Mr. Robert Ellett (Cirencester), Mr. Walter Henry Foster, Sir Edward Henry Fraser, D.C.L., Mr. John Waller Hills, M.P., Mr. Henry James Johnson, the Hon. Robert Henry Lyttelton, Mr. Philip Hubert Martineau, Mr. Arthur Copson Peake (Leeds), Mr. Richard Pennington, Mr. Charles Leopold Samson, Mr. William Arthur Sharpe, Mr. Walter Trower, Mr. William Melmoth Walters, and Mr. Robert Mills Welsford.

The PRESIDENT said he had received a letter from Mr. Martineau withdrawing his candidature in view of the fact that he did not want to put the society to the trouble of a contested election. As the candidates were therefore no more in number than the vacancies, he declared them duly elected.

#### PRESIDENT AND VICE-PRESIDENT.

Mr. Henry James Johnson was elected president and Mr. William John Humfrys (Hereford) vice-president.

#### AUDITORS.

Mr. John Stephens Chappelow, F.C.A., Mr. Edward Temple Gurdon, and Mr. Charles Gibbons May were elected auditors of the society's accounts for the year ensuing.

#### MR. LLOYD GEORGE AND THE SOCIETY.

The PRESIDENT said that the next business on the agenda was to submit the accounts and the annual report, but as chairman he had the privilege of varying the order of the meeting as he should think most convenient, and he thought it would be more convenient if the business of considering the report and accounts was deferred until the resolution of which the members had had notice, and which it had been proposed to move on behalf of the Council was put to the meeting. He therefore called upon Mr. Ellett on behalf of the Council to move the resolution, which was as follows:—"That this meeting protests against the attack made upon the society by the Chancellor of the Exchequer in his speech in the House of Commons upon the third reading of the Consolidated Fund (2) Bill on the 15th June, 1910, and declares that the allegation made by him in that speech to the effect that the society's opposition to proposals in Parliament has been uniformly based on a selfish desire to maintain professional charges in disregard of the public interest is unfounded in fact, and is an unjust aspersion upon the honour of the profession of which he is a member."

Mr. ROBERT ELLETT (Cirencester) accordingly moved the resolution. He said it was not with any feeling of pleasure that he rose to do so. He shared the feeling of the Council that they had a duty to perform, and he confessed that he regarded it as an unpleasant duty. It was not that the society objected to fair criticism; that they always welcomed, and it was not that they grudged the dramatist or the novelist the enjoyment they derived from their old friend the stage attorney. He hoped they were as able as their neighbours to enjoy a joke. But what they objected to was that a Cabinet Minister, himself a member of the society, speaking in the House of Commons, should impute to the society in its connection with legislation sordid and contemptible motives. He thought it was time for them to protest, and the Council had thought it to be their duty to give the members of the society the earliest possible opportunity of recording their protest and denying publicly the charge thus publicly made. The circumstances under which the charge was made were these: On the 15th of last month the Consolidated Fund Bill was on for third

reading in the House of Commons, and the occasion was taken by some honourable members to criticise the working of the Finance Act, and especially of the Somerset House regulations on that Act, and particularly with reference to the increment duty. In the course of that discussion reference was made to a case spoken of as Emmott's case, in which some solicitors, who had nothing to do with the Council, had written to an honourable member giving the facts of a case where difficulty had been occasioned by the working of the Act, and mentioning an opinion which had been given by the Council of the society that the expenses occasioned by compliance with the Somerset House regulations were expenses payable by the vendor or lessor, as the case might be, and that they were not covered by the authorized scale. That opinion was given by the Council of the society in the ordinary course of its business, without any reference whatever to the pros or cons of the Finance Act. A number of members had written to ask what their duty was with reference to these extraordinary charges, and the Council expressed their opinion, and that was quoted by the solicitor referred to, and the Council had nothing to do with the question discussed in the House of Commons. Thereupon Mr. Lloyd George, in the course of his reply, used these words: "I know something more than the honourable gentleman about the Law Society; and I have never seen a Bill for the reform of the law, whether brought in by a Liberal Government or a Conservative Government, that the Law Society did not oppose, if it was to have the effect of reducing the charges in the profession to which I have the honour to belong. Take the case of the Bill introduced for the registration of title. The Law Society fought it just as hard as they have fought the Budget, and for the same reason; and the Law Society knows perfectly well that in the long run the effect of registering every particular of this kind in a great national registry will be to simplify the transfer of land." That was Mr. Lloyd George's statement in the House in reply to a criticism which had been offered. First of all, it would be noticed that there was a general charge that the Law Society opposed every measure of law reform if it interfered with their remuneration; and, secondly, there were specific charges, one that the society was opposed to the registration of title, and the other that they fought the Budget, and fought it because of costs. It would be observed that it was inferentially only that the charge with reference to the Budget was alleged. It was not stated in terms, as it was with regard to the registration of title, that they were opposed to it; it said that they opposed the registration of title, that they fought that Bill as hard as they fought the Budget. So that as regarded the Budget there were, in fact, two charges. He would deal with the general allegation and with the attitude towards registration of title presently. But with reference to the Budget it took two forms, first that the society fought the Budget hard, and, secondly, that they did so because it interfered with their charges. He observed the laugh that had arisen in the meeting when he read the reason given by Mr. Lloyd George upon the latter point; and it did seem to him that it was a perfect myth to suppose that any opinion in compliance with the regulations as to the filling up of papers which Somerset House had furnished with reference to the increment duty could by any possibility have any bearing upon the question of the registration of title. Then, with regard to the society's attitude respecting the Budget, in the first place, they never did oppose the Budget in the sense in which they had often opposed other measures. The usual course when they wished to oppose a Bill, and the proper course, was to petition against it; and the society endeavoured to bring all the Parliamentary influence they could to bear so that members in the House might oppose the measure. With reference to the Budget they did nothing of the kind. They did, it was true, express their opinion that the measure was in some respects unworkable, and in some respects would be harsh in its operation. He thought they were perfectly entitled to express that opinion. But there was an end of it. They took no active steps in the sense of Parliamentary action to oppose the Budget. Therefore, when Mr. Lloyd George spoke of their having fought the Budget hard he was speaking contrary to the fact. What the Council did with reference to the Budget was this—as soon as the Bill was introduced it was referred in the ordinary course of their practice to a committee. That committee considered the Bill and issued an elaborate report. That report the Council circulated, and they sent it to the press and elsewhere. That it was of value was proved by the fact that many of its suggestions were adopted before the Bill was passed. Therefore their action in that respect was certainly directed to the public interest, and had nothing to do with their own interest. The last thing the Council had thought of in dealing with the Bill thus was the question of costs, because he imagined that if they had really had the desire to look at the question from the point of view of costs, the passing of an Act of this kind, bristling as it did with difficulties which must at some stage or other be settled by legislation, would be, if he might use the term, a favourable lawyer's measure. But later Mr. Lloyd George gave a more offensive turn to the statement, because with reference to the question of there being some few guineas extra costs incurred in complying with the regulations as to the increment duty, when he was dealing with that point he said: "Does the honourable member really mean that the Law Society will get up a great agitation against the Bill"—which they did not do—"that increased the charges of the lawyer by three guineas"; the clear implication of that being that whatever their opinion of the Bill might be, however bad they might think it, however prejudicial to the public interest they thought it to be, if it would add three guineas to the money that was coming to their pockets they would not oppose it but support it. He said that was a grave imputation to make upon the honour of the profession. Now he came

to the specific charges. The first was that the society opposed registration of title. It was perfectly true that they always had opposed compulsion of land owners under the present system. They thought that the system was a bad one, and they thought it unfair to force it upon the public whether they wanted it or no. That was the attitude they had always taken with reference to that Bill. It was the attitude which they ought, as practical people who knew a great deal more about it than a great many others who talked about it, to take up, the attitude they had a perfect right to take, and, whether they were right or wrong, at all events they regarded that question now as being *sub judice*. The president at a recent meeting stopped discussion on that ground, and he (Mr. Ellett) could only say that it would have been well if the Chancellor of the Exchequer had observed the same caution, and had not spoken as he had on the assumption that compulsory registration of titles under the present system was a good thing—for he assumed that throughout, and in doing so he was begging the whole question which the Royal Commission had got to settle. Then the Chancellor of the Exchequer went on to say: "The Law Society has always opposed every Bill of that kind." He must mean, of course, every Bill which, from his point of view, was a good one. "They had opposed the Public Trustee Act, Registration of Title, Middlesex Registry, and everything else. They opposed the simplification of bankruptcy proposed by the right honourable member for West Birmingham, and they were always opposed to such proposals." He would take the first in his list, the Public Trustee Bill. The public trustee question had come to the front in 1895, when a report was made by a Select Committee of the House of Commons, in which they very carefully dealt with the two systems which had been suggested to them. One was the official system known as the New Zealand system, which was practically what had been put in force under the later Act. The other was the Scotch system of judicial factors. The Select Committee of the House of Commons rejected the official system, and reported in favour of the Scotch system. Upon that the Judicial Trustee Act of 1896 was passed. There was never any opposition by the Council to that, and the Council, on the contrary, had recommended the system, because they believed that it met the real needs of the case. The matter might have remained there; he thought that Act very well covered the ground; but those who desired the imposition of an official system, the creation of a new public department, the creation of new patronage, wanted the Public Trustee Act. The Council certainly did oppose that, but they opposed it not as an opposition to law reform, for they did not believe it was a law reform. They opposed it because, in their opinion, there were better modes of managing trusts than that which could be done through an official trustee. But whether their opinion was right or wrong the public would, at all events, judge, and the public might yet, for all he knew, prefer their system to that of the Public Trustee Act. The next on the list was the Middlesex Registry. It was difficult to say what the Chancellor of the Exchequer meant. "They had opposed the Middlesex Registry." The Middlesex Registry, he (Mr. Ellett) imagined, was in force before the Chancellor of the Exchequer or any of those present were in existence. What he imagined the Chancellor of the Exchequer meant was the Bill which subsequently became the Act of 1891. If he (Mr. Ellett) had wanted to sing the praise of the Law Society he should not have wished for any better text than this question of Middlesex registration. What was the attitude of the Council of the Law Society on this point? Before any legislation was proposed, when there were great anomalies and abuses in the office, the Council supported the late Mr. Munton in attacking in the courts of law those anomalies and the excessive fees that were then charged. That was the attitude of the Council towards the Middlesex Registry, and that, he took it, was in the interest of the public, and not in their own interest. Then came the Bill for the Act of 1891. That was introduced on Lord Truro's death, Lord Truro having held the office of registrar as a sinecure office for very many years and having drawn a large sum from the fees paid by the public. The Council did not oppose the Bill of 1891; on the contrary, they assisted the registrar in preparing the rules for carrying that Act into operation. So that the charge that the society opposed the Middlesex Registry was not true in any sense that he knew, and, in fact, he was somewhat puzzled to know in what sense the Chancellor of the Exchequer made the charge. Perhaps he was thinking of this, the Council were of opinion, and they expressed their opinion, as they had a right to do, that when the opportunity for a change had come by the death of Lord Truro these fees should have been reduced in the interest of the public. But the Government kept up the fees, and transferred the profits of the office to their bantling the Land Registry. He believed it could hardly be thought that the society had any need to fear criticism on the subject of the Middlesex Registry. The last specific charge was that the society opposed the simplification of bankruptcy proposed by Mr. Chamberlain. There again the Chancellor of the Exchequer was very unfortunate in his facts. The Council did not oppose the measure at all. What happened was this: At a very early stage of the matter Mr. Chamberlain asked to receive a deputation from the Council at the Board of Trade to discuss with him this question. The Council responded to that invitation, and subsequently the draft Bill was submitted to them, and they made many suggestions, many of which were adopted, and in the course of the passage of that Bill through the House it was supported by Mr. Gregory, who at that time was a member of the Council, and who was the mouthpiece of the Council at the time, and it was also supported by Lord

Wolverhampton, then Mr. Fowler. What the Chancellor of the Exchequer really thought when he said the Council opposed the Bankruptcy Act, 1883, he (Mr. Ellett) confessed he did not understand. He had dealt with all the specific allegations, and he would refer once more to the general statement. "He knew something more than the honourable gentleman about the Law Society, and he had never seen a Bill for the reform of the law brought in by a Liberal Government or a Conservative Government that the Law Society did not oppose if it was to have the effect of reducing the charges of the profession." That was the general drag-net clause. He did observe with some comfort that the society were not at all events accused of political party action in the matter, because it was said they were perfectly impartial in their opposition, whether the measure came from Liberals or Conservatives, and he had yet to learn that it was a sin for any body of men to take reasonable and proper steps for protecting their own interests. He had yet to learn that it was wrong on the part of the Law Society to defend the small privileges in respect of which they were heavily taxed. What other society would not do the same? But he affirmed that the Law Society never had opposed, and he hoped it never would oppose, any measure which was really for the public benefit solely on the ground of its bearing upon the profession. The whole charge, he unhesitatingly asserted, was unfounded. The record of the Law Society with reference to law reform was a good record. It had been recognized by statesmen, by judges, by the bar, and by the press. It was written on the statute book. Turning to a few questions, let them take land law reform. Who had been the real originators of modern land law reform? It was the society. As far back as 1860 the then president, Mr. Cookson, laid down in a very able paper the particular lines on which land law reform should proceed, and it would be well if those who called themselves land law reformers nowadays would read and take to heart that very able paper and the admirable suggestions that it made. Coming to 1881, when the Conveyancing Bill, and subsequently the Settled Lands Bill, were introduced. The genesis of these great measures proceeded from the president of the society, Mr. Nathaniel Tertius Lawrence, and the society had throughout supported in every way those great measures which had done so much to get rid of unnecessary forms and verbiage, and, of course, to reduce the expense of the deed, and thereby, the Chancellor notwithstanding, to reduce the remuneration of solicitors. Since then a variety of measures for simplifying the conveyancing system had been from time to time actually prepared and promoted by the society. So recently as 1906 there were three Bills prepared which passed the House of Lords, where due recognition was given to their authorship, and one of these Bills was a Bill drafted by Mr. Wolstenholme, which would have gone far, he thought, to settle this question of transfer of land by dealing in a broad and statesmanlike manner with the expenses of tenure and the simplification of titles and assimilating the law of real and personal property as far as possible for the purpose of transfer. Taking the common law side, great reforms were embodied in the Common Law Procedure Acts of 1852 and 1854, which the Council took a great part in aiding and supporting and getting through Parliament. Surely these were measures not for the putting of money into solicitors' pockets, but for facilitating litigation, reducing unnecessary costs, and promoting the interests of the public. In 1851, a report of the society led to the abolition of the office of Master in Chancery, which had survived and which was a clog on procedure and the occasion of unnecessary expense. The society took an active part in dealing with the old probate and proctorial system, and the part which the society took in these matters was all directed to the interests of the general public. Then came the Judicature Commission, the forerunner of those great Judicature Acts which had done so much towards simplifying and putting on a better basis the laws of this country. On that commission Sir John Hollams served. He was one of the most active and hard-working members of the commission, and he was aided throughout in that work by the Council of the society. The object of the Act was the simplification and the cheapening of procedure. That reduced costs, and of necessity reduced the profits of the profession. But, nevertheless, in the public interest it was supported by the society. He had omitted to mention in reference to land law reform that the Council were still engaged in the promotion of valuable measures for the amendment of the conveyancing system, and that in that they were most ably and energetically assisted by Mr. Hills, M.P., a member of the Council. Now he came to the country. The County Court Acts had at all events been measures for the simplification of procedure in regard to the recovery of debts. The earliest county court measure—the Small Debts Bill—he understood emanated from the Society of Solicitors, which existed before the Law Society took its rise. But at all events he could speak positively as regarded the County Court Acts for a great many years past. Every one had been promoted and assisted by the society. It had endeavoured to extend the jurisdiction of the county courts, the simplification of its procedure, the lessening of its expense, and it had on the occasion of the Act of 1903 had the valuable services of Sir Albert Rollit, without which the Act would not have been passed. It was not true that the society was opposed to law reform. It was opposed to unnecessary officialism, because it considered that it was undesirable in the public interest that the private business of the inhabitants of this country should be conducted by a Government department. He claimed that the society was a true law reformer. The members of the Council spent their time and money, the money of the society, in promoting measures or in opposing measures, as the case might be, and in bringing what influence they could to bear upon legislation, and that in the public interest.

He did not believe there was any other body of men who gave so much time and money to the public service as the society did. At all events, he was sure that no important reform in legal procedure during the last half-century had taken place which had not in some way received the support of the society. Those were the facts, and he thought they bore out to the finish the resolution. He thought they justified him in saying that the charge was a gratuitous one and an unjust one. It was unnecessary to use, and he hoped they would not use at all in the course of the discussion strong or vituperative language in any way. The facts were quite strong enough of themselves. He had been wondering under what conditions the Chancellor of the Exchequer could have been led into making these charges. It was possible, of course, that owing to the multiplicity of his other engagements he might have been unaware of the important and useful part the society had taken with reference to measures of law reform. It was possible that he might have been led into using the language he (Mr. Ellett) had read in the heat of debate. Whether it was the one or the other, he ventured to say that it would be a dignified thing if the Chancellor of the Exchequer were to acknowledge his error. There would be no loss of dignity in doing that; on the contrary, the higher and more distinguished the office which he held, the more reason why he should take an early opportunity of receding from a position which he thought he had shewn to the meeting was an absolutely untenable one. At any rate, if the meeting passed the resolution they would have done their duty, and they would have put on record their protest and their denial; and in that sense he begged to move the resolution.

Mr. J. S. BEALE seconded the resolution. He said he shared with Mr. Ellett the deep regret that it should be necessary for the society in general meeting to repel such an attack made upon it by one of its own members. But the charge was explicit and unmistakable, and it was their duty to meet it. He would not, after Mr. Ellett's able and exhaustive speech, repeat what he had said. He asked the meeting to assume that it was all accurately expressed, and that it needed no support from a seconder. But with regard to the question of the action of the Council in dealing with projects of legislation or law reform, he did not think it was necessary for them to do more than to refer to the annual reports which the Council had made year by year. They did not work in the dark. They told the members exactly in the annual reports what had been done during the past year, and nothing would be found in them which would in any way support the charge which the Chancellor of the Exchequer had made against the society. The one statement which they did not attempt to controvert was that they opposed the Land Transfer Bill. They did oppose it, and while he did not want to say anything that could be thought to be dealing with a subject which was *sub judice*, he did mean to say that it was admitted that outside the compulsory area the Act had proved a dead letter, and that if the Chancellor of the Exchequer believed that within the compulsory area the Act had operated to the benefit of landowners and saved them trouble and expense, then he was alone, or very nearly alone, in that opinion. He thought it was a little curious that this charge against the Law Society should have followed so very closely, within a very few weeks, after the retirement from the Government of the Chancellor's colleague, Lord Wolverhampton, who had been an active and honoured member of the Council for very many years, and whose advice the Council had been accustomed to obtain in dealing with Parliamentary matters particularly, and who must therefore be included in this general condemnation. He hoped that whether this motion commended itself to them or not it would be discussed purely on its merits, without reference to any other outside considerations, whether political or pictorial. That other question was not for to-day. It would not be either in good order or good taste that it should form part of the discussion. Looking at the very trivial cause which gave rise to this discussion in the House of Commons—and it was perfectly certain to his mind that the Chancellor of the Exchequer did not realize that the action of the Council on this trivial incident was taken by the Council, or, rather by a committee of the Council, in the ordinary course of its business, doing its duty to the members without a particle of partizanship, or feeling in the remotest manner either for or against the land taxation or the collection of the duty—he could not help thinking that his remarks must have been made rather in the heat of that Parliamentary discussion which sometimes became acrimonious; and could quite understand that when a man was irritated by debate he would say rather what first came into his head than express his considered views. He could not help hoping that it might be a hasty expression altogether on the part of the Chancellor of the Exchequer, which, as Mr. Ellett had said, it would be honourable to him and to the society if he were to admit. He hoped that might be so. The society did not want to put themselves in opposition to him or to anybody else, but he did say that if it was the considered opinion of the Chancellor of the Exchequer that the action of the society and its elected representatives in regard to legislation was influenced by professional greed apart from the interests of their clients and of the public, then, although the Chancellor of the Exchequer had said in that hall that he was proud to belong to the profession, he doubted if, under these conditions, they would be proud of his connection with it.

Mr. J. S. RUBINSTEIN said it did not appear to him that the meeting need discuss the matter much longer. They had heard from the proposer and seconder almost everything that could be said practically. He thought that the Council had hardly done itself justice, because when the Chancellor of the Exchequer referred to the society as opposing the compulsory registration of title, he apparently overlooked the fact that

the Act of 1897 was intended to be an experimental one, and that was agreed to by the Council, and was, as a matter of fact, the result of a compromise. The Council said, Yes, you believe in the system. We do not, but by all means try it in one county for a limited period. The intention was to try it in one county, and at the end of three years judgment could be formed as to whether or not it was a successful measure. He thought the Council was entitled to take the credit of the concession they made to the authorities, and that, holding the strong opinion they did that the Act was an unworkable one, they should have stuck to their guns. But at all events they did accede to the wish of the authorities. It was astonishing to find the Chancellor of the Exchequer, who presumably knew what was going on in the world, so absolutely ignorant of the matter. Not only the solicitors but the public were unanimously against the system, so that when he talked about making it a national one, he was going in defiance of all the experience of the measure. The present Royal Commission sent out an invitation to all the county councils to say they were in favour of it, and every one of them refused to do so.

Mr. BOURCHIER F. HAWKSLEY asked whether any communication had been made to the Chancellor of the Exchequer. He thought that should have been done before the meeting passed this very drastic resolution.

The PRESIDENT said that as the speech was made in the House of Commons there had been no opportunity of answering the Chancellor of the Exchequer there. The Council sent him a copy of the resolution which they proposed to move in the hall, and he (the president) accompanied it by a personal letter, as he had the pleasure of his acquaintance, telling him how much he regretted that in his presidency the resolution would be moved, and he rather invited by the words he used some communication. The Chancellor of the Exchequer had not replied.

Mr. HAWKSLEY, referring to the words with which Mr. Beale had closed his speech with regard to not having Mr. Lloyd George as a member, he ventured to submit that it would not be unreasonable to postpone the further consideration of the matter until the Chancellor of the Exchequer was at all events invited to answer the charge. It was quite obvious that the Chancellor of the Exchequer, having regard to what he said in that hall some months ago, had regard for the society of which he was a member. He suggested that before a vote of this character was passed the Chancellor of the Exchequer should have an opportunity of answering. It was perfectly well known that the Chancellor of the Exchequer could not be present at the meeting for the very good reason that the Budget Bill was being discussed at the moment. He did not propose to move an amendment, but he did venture to say, as a member of the rank and file of the profession, that they would not do themselves any good if they attached to what after all was a passing statement in the House of Commons so much weight, and passed what they must consider a very serious vote of censure. This was not, of course, a political meeting. They might have their own political views, and they knew that in the heat of debate, as Mr. Ellett had said, words were used which on reflection one regretted having made use of. He simply urged that the Chancellor of the Exchequer had not had the usual opportunity of explaining. It was obvious that it would be useless to attempt to move an amendment in view of the feeling of the meeting, but he should like to say that in one sense they ought really to be obliged to the Chancellor of the Exchequer for having made the statement, as it had enabled the members to hear the eloquent and able speech of Mr. Ellett. He appealed earnestly to the members to think once and twice and thrice before passing such a vote of censure. The charge, after all, was that the society always opposed any Bill which was supposed to affect their own pockets. Who cared about that? Was there any profession, the legal, the clerical, or the medical, as Mr. Ellett had said, that did not look after itself?

Mr. EDWARD BELL said that it occurred to him that the proper and dignified attitude of the society was to support the motion which he ventured to put before them—namely, to move the previous question. This was a consideration of what was really a momentous matter. He asked the president when he sent the letter to the Chancellor of the Exchequer.

The PRESIDENT said he sent the very day the resolution was printed—he had the first notice of it.

Mr. BELL said it was extraordinary that no name of the proposer of the motion was put upon the notice.

The PRESIDENT: The notice says it was to be moved by a member of the Council.

Mr. BELL said the members were generally informed who was to propose a motion. He ventured to think that the Chancellor of the Exchequer never intended to have read into what he said the meaning which the resolution seemed to imply. He would draw the attention of members to the exact words which the Chancellor of the Exchequer used as given in Hansard's report. Nothing was said about attacking the honour of the profession. The Chancellor of the Exchequer said: "I have never seen a Bill for the reform of the law, whether brought in by a Liberal Government or a Conservative Government, that the Law Society did not oppose if it was to have the effect of reducing the charges in the profession to which I have the honour to belong." Could it be thought for a moment that the Chancellor of the Exchequer would use that last phrase if he belonged to a profession which he was stigmatizing as having uniformly the selfish desire to retain professional charges in disregard of the public interest. He moved the previous question for the purpose of allowing some sort of expression of opinion without a definite vote of censure being passed. It might come to the ears of the Chancellor of the Exchequer, and he might remove an impression, which he (Mr. Bell) ventured to say was erroneous, that

he ever intended to cast a slur upon the profession to which, as he himself stated, he had the honour to belong.

The PRESIDENT said that, according to the bye-laws, the motion would take the form "That we proceed to the next business." The motion must be seconded without any speech, and unless Mr. Ellett desired to speak, the motion must be put to the meeting without debate.

Mr. LYELE seconded the motion.

The motion was rejected by a large majority, some half-dozen votes only being given in its favour.

Mr. SYDNEY MORSE moved, as an amendment, "That this meeting being of opinion that the remarks of the Chancellor of the Exchequer upon the third reading of the Consolidated Fund (2) Bill in the House of Commons on the 15th June, 1910, as to the action of the society in regard to propositions in Parliament are not calculated to influence any impartial person, expresses its confidence in the Council, and decides to proceed to the next business."

The PRESIDENT said it appeared to him that the motion was only a repetition, because it ended with the words, "proceed to the next business." He did not think it was an amendment at all if it did not contain those words; it was merely a pious expression of opinion.

Mr. MORSE said he felt that the remarks of the Chancellor of the Exchequer were absolutely beneath the dignity of the society to notice. Everybody knew Mr. Lloyd George's inaccuracy, and that at a pinch he would say anything. He did not think that anyone outside the society would take any notice of what Mr. Lloyd George said. He felt that they would do best by treating the matter with silent contempt.

Mr. CHARLES FORD said he very strongly sympathized with the suggestion of the last speaker. It was beneath the notice of a profession like that of the solicitor, and of a society such as the Law Society, that a mere politician should have made remarks at random. They should all feel that Mr. Lloyd George had not had the opportunity of knowing the high motives that actuated the body of the profession. He hoped that some resolution would be adopted that would not give Mr. Lloyd George so much prominence.

Mr. RAYMOND BLADEN said he opposed the resolution for the reason that he thought it was not for the members to whitewash themselves. Surely it was the duty of every profession to see that its charges were not infringed upon, and they ought not to come there and complain piteously of such a statement as Mr. Lloyd George had made.

Mr. F. M. GUEDELLA agreed with the last speaker, on the ground that Mr. Lloyd George was thinking of the continued and persistent hostility of the society to every scheme of reform in many legal matters for many years past. He thought that Mr. Lloyd George went too far in suggesting that that opposition was inspired by any prejudice. He was second to none in his admiration for individual members of the Council. They might all disagree about matters, but, at all events, they could respect one another, and he thought that the Council might respect Mr. Lloyd George's views, however much they might disagree with the view he had taken of certain facts. Mr. Ellett had read a long list of matters in which the Council had taken a good part; Mr. Lloyd George no doubt would have something to say quite different of another list, but whether they were in agreement or in disagreement he thought the Council, with its limited membership of the profession, was casting a reflection upon itself when it passed a condemnation of the most distinguished solicitor of the day.

Mr. H. R. REYNOLDS said it had always seemed to him that these comments had been dictated by a regard for what was likely to prove of benefit to the public rather than for the pecuniary interest of the profession. He should have thought it would have been obvious to the Chancellor of the Exchequer—it was very obvious to a great many solicitors—that contentious legislation was the very best thing for promoting litigation and putting money into the pockets of the profession. And the Council could not, therefore, be accused of undue regard for the interests of the pockets of solicitors if they opposed legislation which was likely to produce such an effect.

The PRESIDENT said he wished to say one word from the chair. He had not come there with the desire of abusing the Chancellor of the Exchequer; on the contrary, he came there with very great regret to take the chair at a meeting at which he felt that such a resolution was absolutely necessary. They were not considering the wisdom, or the want of wisdom, shewn by the society in the action they had taken from time to time in Parliament, though he thought their record was a good one. They were not there to discuss the justice or injustice of the Finance Act, and they had there no question of party politics. Indeed, the one thing the Chancellor of the Exchequer gave them credit for was that they hit all round, whether a Liberal or a Conservative Government was in power. But they were there to meet a charge made by a member of their own society against the body to which he belonged of uniformly regulating their Parliamentary action by the purely selfish consideration whether the measure in question would increase or diminish their legal charges. He ventured to say if there was any doubt about the meaning of the words with which he began, the words with which Mr. Lloyd George ended made it perfectly clear what was his meaning, because he said it was impossible that the society should oppose the Finance Act if it would add three guineas to their charges. That meant one simple thing—that they were actuated in the action they had taken in Parliament by the one selfish consideration. Mr. Lloyd George had been twenty-six years in practice; he became a member of the society three years ago. He (the President) referred to that because for the last three years Mr. Lloyd George had given the society his countenance and support. He was wondering,

when he ascertained that the uniform action of the society was so discreditable, whether it was in his twenty-three years of practice before he joined the society or whether it was since he became a member. He sat next Mr. Lloyd George when he was last in that hall, when he expressed the pride it was to him to be there and the interest with which he looked round upon what he was pleased to call the senior members of the profession who were gathered round him, and the great satisfaction to him it was that he had their good opinion. Was it not the simple fact that he made these unjust aspersions in the heat of the moment and in the irritation of Parliamentary debate without weighing his words? He was afraid their answer must be that a responsible minister of the Crown ought to weigh his words. Something had been said about Mr. Lloyd George being given the opportunity of a reply. Mr. Lloyd George had not given him (the president) the chance of a reply, because he had not had the honour of sitting behind him in the House. If he had he would have had a reply on the spur of the moment. But he was a member of the society, and the notice of motion which was sent him was to give him the opportunity of being present and explaining. He believed he was right in saying that Mr. Lloyd George put down the work which was detaining him at the House of Commons on the paper only two days ago. If he had desired to be present at the meeting he could have done so. He did not want to say a word to excite their feelings. He could hardly trust himself to speak about it, because to have a charge brought at the end of a period of office which he had tried to conduct properly, that as a member of the Council all his motives had been governed by the motives of the remuneration he got as a solicitor, without any consideration for the clients and the public, was a matter which he thought they could not with credit to themselves and honour to the profession pass over. Having passed the resolution, he trusted that Mr. Lloyd George would take that course which was always open to an honourable man, and would withdraw the charge of unworthy motive made against the profession.

The motion was agreed to, only eight votes being given against it.

#### ARTICLED CLERKS' FUND.

The President moved the adoption of the report and accounts.

Mr. FORD asked for some information with regard to the articulated clerks' fund, which appeared in the accounts. He asked whether the chairman of the Finance Committee would explain the principle upon which items were apportioned between the general account of the society and the articulated clerks' account. He enumerated various items so apportioned.

Mr. WALTER TROWER (Chairman of the Finance Committee) said that within the last few years the Council had had the whole of the buildings of the society valued by responsible surveyors, and the distribution of the accounts was done in no haphazard manner. Each room was carefully valued and apportioned to the two funds. In the same way salaries, &c., were apportioned—that was to say, the salaries of those who attended solely to the examinations or education of articulated clerks were charged to the articulated clerks' fund, and those relating to the general business of the society were charged to the society. With regard to the "rates and taxes," the articulated clerks were charged proportionately as apportioned by the surveyors. The postages and sundries were actually those incurred with reference to articulated clerks' business alone. With regard to "house expenses" a very careful calculation had been made, and the expenditure apportioned to the actual circumstances of the case. With respect to the honours examination with regard to which the fees were charged against the society's account, these were examinations which were not compulsory upon the society. They were voluntary examinations, and it had been thought wise to charge them to the society and not to the articulated clerks. The society bore the expense of them, as articulated clerks could not very well afford to bear more than the fees of the compulsory ones. The object of the Council was to minimize as far as possible the expenses charged to articulated clerks. He hoped that as time went on the Council would see their way further to reduce them. As to the arbitration room receipts, the Council thought, on going very carefully into the question, that some of the fees received were for rooms that were used by the articulated clerks, so the articulated clerks had been given credit for those fees where class rooms were used.

The accounts were then adopted.

#### ANNUAL REPORT.

The President moved the adoption of the annual report. He said there were one or two matters he wished to refer to. The report was a very bulky document this year. It showed that the Council had been doing a great deal of work, and many of the matters dealt with were very important matters.

#### CIRCUIT SYSTEM AND KING'S BENCH BUSINESS.

He would just refer to one matter which was undoubtedly exciting a good deal of interest in the country—the question which was referred to in a very long report in the appendix with regard to the remodelling of the circuit system—because he knew that there was a good deal of misapprehension with regard to the action the Council had taken. It referred also to the question of the condition of business in the King's Bench Division. He had taken a great deal of care and spent a great deal of time in the consideration of that question. He had referred to it in his address at the provincial meeting in Newcastle-on-Tyne last autumn, and had had to give evidence before the Joint Committee of the two Houses. There he was acting in concert with the Lord Chancellor, but against the opinion of most of the judges. The judicial

statistic showed a continual diminution in the number of cases tried in the King's Bench Division, and continual shrinkage of the civil business tried on circuit, particularly in the smaller places, and in spite of this there were arrears in the lists in London, and they were told that additional judges were required. The shrinkage of civil business at the Assizes was the most striking feature of these statistics, because side by side with this shrinkage of business was an astonishing growth in the population of the large provincial centres. If they would refer to the Council's report on this subject, they would find that it was stated that, leaving out the more important centres, about 100 civil cases were tried in the year at forty Assize towns: in other words, a judge had to sit in forty places twice a year to dispose of 100 cases. The evidence he had ventured to give before the Joint Committee had been criticised in many quarters, but the most astonishing thing to his mind was that, having given evidence which was simply a reiteration of views adopted and published by the Council for the last five-and-twenty years, he had been accused of starting this as a new hare, as it were, of his own, and as if he had done something original in the matter. All he had done was to summarise the opinions expressed by Judicature Commissions, by committees, and by councils of judges themselves ten years ago. He would give one instance. He had looked up the statistics for the last year, 1908, which were the latest he had at hand, and he found that during the whole year not a single civil case had been dealt with at the two Assizes at Appleby, at Dolgelly, at Lampeter, at Brecon, at Presteigne, at Oxford, at Bedford, at Oakham, at Warwick, at Huntingdon, or at Bury St. Edmunds, eleven assize towns with an assize for civil business at each of them, and not a single case disposed of in 1908. He also found that only one case had been disposed of at Hertford, at Hereford, at Shrewsbury, at Dorchester, at Carnarvon, and at Haverfordwest; in other words, at seventeen places involving thirty-four different sittings by judges of the High Court, six cases were disposed of. If these were all the advantages which these towns derived from the presence of a judge twice a year, surely the larger places, which did require the attendance of a judge, deserved some consideration. He was told by Mr. C. H. Morton, who was a member of the Council, that the new arrangements for continuous sittings at Liverpool and Manchester, so long as there were cases to try, had given general satisfaction. Instead of having to adjourn their cases or being forced to settle them after having incurred all the expense of bringing the cases to trial, there had been time to deal with the whole business, and there were no arrears. The question of the appointment of additional judges was, in his judgment, entirely subsidiary to the important question of reorganising the work of the King's Bench Division. If it was necessary for the proper conduct of the business that there should be more judges, by all means let them be appointed—no one wanted to overwork a judge—but some of them had a strong belief that if the work were reorganised on modern lines, and if this were coupled with a reasonable shortening of the Long Vacation, there need be no arrears to deal with. The society had for years done all that it could to induce the Government of the day to carry out these important reforms, which would not only facilitate the transaction of business, but would largely reduce the unnecessary expenses to which litigants were put under the present arrangements, and if the present Government would accept the support of the society and do its utmost to carry these reforms, he could assure them that they would greatly facilitate the transaction of business, and save the public heavy expenses now necessarily incurred in the conduct of litigation. He had made these remarks because what the Council had done had been misunderstood, and he was afraid that some of the smaller places had rather resented what had been suggested in regard to the assizes. He had heard a complaint made that Appleby was being grossly neglected, and the reply he heard was that in twelve years they had four civil cases, and he thought they came from Kendal, and therefore might have been tried much more conveniently elsewhere. He mentioned this because he had made the matter somewhat of a study during his year of office. There were a great many subjects of very great interest in the report, and he was sorry there was not more time to consider them. He hoped the members would peruse the report, which he could assure them, was the result of a great deal of trouble on the part of the Council.

Sir ALBERT ROLLIT seconded the motion. He said he thought they were all indebted to the president for the statement he had made as to the policy of the Council with regard to the appointment of additional judges. Personally he had differed from that because he did not think that the circumstances, if properly understood, justified the increase of expense which that alteration would involve. It was stated in the report that the history of the question should now be regarded in connection with the extension of the jurisdiction of the county courts which the society, in the interest of the public, and in concert with the Chambers of Commerce, effected. And, having regard to that circumstance, he was quite clear that the additional judges were not either necessary or a real reform, but that the proper reform consisted in carrying out in some measure, at any rate, the recommendation of Lord Gorell's committee in the direction in which the society had already moved. Personally he hoped that at no distant day—and he knew this was desired by the Chambers of Commerce—the reform of judicial procedure in this country would be followed by a further extension of county court jurisdiction.

#### CALL OF SOLICITORS TO BAR.

The President said he had omitted to call attention to one matter of some consequence. A mistake appeared in the report under the

heading of "Call of Solicitors to the Bar," where it said that "In April last a letter was received from the General Council of the Bar expressing the hope that the Council of the Law Society would place before the country law societies the question of the alteration of the regulations referring to the admission of solicitors to the bar." The letter was received from the joint committee of the four Inns of Court. Attention had been called to the mistake, and he had assured the chairman of the bar council that he would make it quite clear that it was a slip, and that the Council had held no communication with them upon the subject. It was with the joint committee of the four Inns of Court who had been considering the subject.

#### SOCIETY'S TEACHING SYSTEM.

Mr. FORD said the report certainly did contain a large amount of valuable information, but it must not be supposed that although the members greatly appreciated the labours of the Council they always entirely agreed with them. Amongst other subjects the report dealt with the question of the society's teaching system, and he thought there was rather an indication that the Council were not satisfied with it. There were many of the members who looked forward to the time when the large sum of money that was available in connection with the Inns of Chancery for the establishment of a school of law, and he was sorry there was no reference to the matter in the report. He was glad to see in connection with the luncheon rooms that "table money" had been abolished, and that the system of charging 8d. for going there to get a crust of bread and cheese had been got rid of.

#### KING'S BENCH DIVISION.

With regard to the question of business in the King's Bench Division it was gratifying that the president should be largely in agreement with the Lord Chancellor. He was a politician, and being desirous of preventing expense and knowing the financial vicissitudes of the Government, it was not surprising that he would do all he could to keep down expenditure. He (Mr. Ford) believed that the bulk of feeling in the profession and of the whole of the bar was that there was an urgent and imperative necessity for increasing the number of the judges. The judges had met and deliberated upon this question, and they had resolved unanimously that so serious were the arrears that the Government ought to appoint additional judges. That unanimous view was entitled to great respect. He did not at all agree with Sir Albert Rolit that the way to obtain relief was by driving people into the county courts. It was absolutely necessary for the due administration of justice in the King's Bench Division that there should be a sufficient number of judges. The president had made suggestions as to the alteration of the assize system; but he (Mr. Ford) thought the tendency would be to increase costs. But he did not think it was germane to the main point that, whether they altered the assize system or not and extended county court jurisdiction or not, it did not touch the vital necessity for the immediate appointment of King's Bench judges.

THE PRESIDENT said he would quote from the report of the Council's committee, the Legal Procedure Committee, as set out in the report, because the judges had unanimously decided that there must be more judges. It said: "In 1892 the Council of Judges dealt with the question, and recommended the grouping at centres of country civil cases. In that report the judges pointed out that civil causes were then tried at fifty-six circuit towns, but that at forty out of the fifty-six the average number of cases was so small that the sending of a judge, or the keeping of a judge, there to try civil causes was a waste of judicial time, which was injurious to the due administration of the law, and they suggested a plan by which the civil business should be concentrated at eighteen places only, the principle of allocation being convenience of access." That was the unanimous opinion of the judges in 1892. Since that time the business had vastly decreased at these smaller places. He only mentioned this to show that it was not the Lord Chancellor only who was to be thought of, but the judges had changed their minds; he did not know why. The Council had maintained the same attitude throughout. He thought it just as well to point out that the Council were not acting contrary to the view of the judges in 1892, though they were according to the view in 1910, no doubt.

Mr. FORD said the judges were unanimous in the decision that there should be an increase of judges; he said nothing about assizes. Since 1892 the judges had had cast upon them the Criminal Court of Appeal, which added largely to their duties.

THE PRESIDENT put the motion for the adoption of the report with power to make the amendment to which he had referred.

The motion was unanimously agreed to.

#### THANKS TO PRESIDENT.

THE VICE-PRESIDENT said he did not think they ought to separate without voting a resolution of thanks to the president, not only for his conduct of the meeting, which was not a very easy matter in itself, but also for his conduct of the business of the Council and the society during his year of office. The resolution did not want any words of his to commend it.

Mr. FORD seconded the motion, which was carried with acclamation.

THE PRESIDENT, in returning thanks, said it had been an anxious time, and the work had been heavy, but he was bound to say that it was a position that as a solicitor he had been glad to occupy and proud

to occupy, and his feeling towards the society and the Council had been that he could not desire to represent people who more thoroughly supported one in doing what one thought was right in the interest of the profession and the public.

### Gloucestershire and Wiltshire Incorporated Law Society.

The annual general meeting of this society (established in 1817 and incorporated in 1874) was held at the Lygon Arms Hotel, Broadway, on Thursday, the 7th of July, 1910.

Those present included Mr. W. H. Mellersh (Cheltenham), president; Mr. W. H. Kinneir (Swindon), vice-president; Messrs. E. W. Kendall (Bourton-on-the-Water), E. L. Baylis, W. G. Earengay, W. G. Gurney, R. McLaren, A. S. F. Pruen, T. E. Rickerby, H. Stroud, and J. B. Winterbotham (Cheltenham), O. H. New (Chipping Campden), E. B. Haygarth, R. J. Mullings, H. St. G. Rawlins, and E. C. Sewell (Cirencester), H. J. Francillon (Dursley), G. Sheffield Blakeway, Fred H. Bretherton, J.P., Wilton Haines, J. W. Haines, W. H. Madge, C. Scott, and G. Whitcombe (Gloucester), T. Whatley (Mitcheldean), M. F. Carter and J. W. Guise (Newnham), A. E. Smith and G. H. Pavay Smith (Nailsworth), A. H. G. Heelas, E. P. Little, and R. H. Smith (Stroud), with Mr. Herbert H. Scott, the hon. secretary of the society.

Appointments for the year were made as follows:—President, Mr. Robert Ellett (Cirencester); vice-president, Mr. J. W. Guise (Newnham-on-Severn); trustees, Messrs. R. Ellett, C. Scott, H. Bevir, and W. H. Kinneir; general committee, Messrs. A. J. Morton Ball, H. J. Francillon, W. G. Gurney, J. H. Jones, R. McLaren, W. H. Mellersh, A. E. Smith, and A. E. Withy; library committee, Messrs. H. Bevir, N. B. Haines, H. J. Taynton, W. H. Madge, A. H. G. Heelas, and J. B. Winterbotham.

Gratuities were voted for the relief of necessitous persons to the total amount of £82 10s.

After the meeting the members drove to the picturesque village of Stanton and to Stanway, viewing at the latter place, by kind permission of Lord Elcho, the famous Tithe Barn there, and returned to Broadway, where they were entertained to tea by the president.

The society now has 137 members, solicitors practising in Gloucestershire and Wiltshire.

### Solicitors' Benevolent Association.

The usual monthly meeting of the board of directors of this association was held at the Law Society's Hall, Chancery-lane, on the 13th inst., Mr. Maurice A. Tweedie in the chair, the other directors present being Messrs. S. P. B. Bucknill, A. Davenport, T. Dixon (Chelmsford), W. Dowson, S. Harris (Leicester), J. F. N. Lawrence, C. G. May, W. A. Sharpe, R. S. Taylor, R. W. Tweedie, and J. T. Scott (secretary). A sum of £720 was distributed in grants of relief, twenty-six new members were admitted, and other general business was transacted.

## Legal News.

### Appointment.

Mr. HENRY JAMES JOHNSON, the new President of the Law Society, is a member of the firm of Walton & Co., Leadenhall-street, London. He was born at Oxford in 1851; was educated at Winchester and Trinity College, Oxford; was admitted in February, 1879; and was elected to the Council in 1898. He served the office of vice-president during 1909-10.

### Changes in Partnerships.

The firms of Meade-King & Sons, Isaac Cooke & Sons, Wansey & Meade-King, and John Miller & Co., all carrying on business at Bristol, have been amalgamated, and their businesses will in future be carried on under the style of MEADE-KING, COOKE, WANSEY, & JOHN MILLER, at 2, St. Stephen Chambers, Baldwin-street, Bristol, by Herbert Meade-King, Edward Meade-King, Cyril Meade-King, Herbert Edgar Cooke, and John Stubbs Harrison.

### Dissolutions.

ROBERT HODGKINSON, HENRY BEEVOR, and ROBERT FRANK BYRON HODGKINSON, solicitors (Hodgkinson & Beevor), Newark-on-Trent, June 30. So far as regards the said Robert Hodgkinson, who retires from the firm; the said Henry Beevor and Robert Frank Byron Hodgkinson will continue the said business under the same style or firm as before and at the same offices.

MARK HILDESLEY QUAYLE and ERNEST CARRINGTON OUVRY, solicitors (Quayle & Ouvry), Arundel House, No. 15, Arundel-street, London, June 30. Mr. Ouvry will continue to carry on business under the style or firm of Quayle, Ouvry, & Co., at the above address.

[Gazette, July 8.

## General.

An interesting wedding took place on the 7th inst. (says the *Daily Mail*) at the Welsh Chapel, Walham Green, the contracting parties being Miss Rosina Jenkins, sister of Mrs. Timothy Davies, and Mr. Herbert Syrett, LL.B., the son of Mr. Alfred Syrett, solicitor, of Finsbury-pavement. Mr. and Mrs. Lloyd George were present. At the reception, held at 34, Onslow-gardens, the residence of Mr. Timothy Davies, Sir Henry Dalziel, M.P., Sir Edwin and Lady Cornwall, Mr. Llewellyn Williams, M.P., the Hon. Capt. Fitzroy Hemphill, and Sir Vincent Evans were amongst those present.

An address was recently presented to the King, expressing the respectful sympathy of the judges of the county courts of England and Wales in the heavy loss sustained by his Majesty, the Royal Family, and the whole Empire in the lamented death of King Edward, and assuring his Majesty of the loyal devotion of the judges to his person and throne. The King has caused a reply to be sent expressing his appreciation of the address and of the earnest desire of the judges to uphold the lofty traditions of the realm in the administration of justice among all classes of his Majesty's subjects.

An inquest was, says the *Times*, held at St. Albans last week on Arthur Mansell Grierson, a solicitor, of Liverpool, whose body was found cut in two upon the railway. A brother stated that Mr. Grierson was in good health on Monday, and had neither pecuniary trouble nor business worries. A constable stated that at 1.40 on Wednesday morning he saw Grierson looking at a signpost in St. Albans. His boots and hat were missing and no blood was found. The coroner said the latter fact suggested the possibility of foul play, there being no evidence of motive for the deceased to place himself on the line.

The second annual meeting of the Society of Public Teachers of Law was to take place on Friday, the 15th inst., at 3.30, in the Pension Chamber of Gray's-inn, kindly placed at the disposal of the society by the Treasurer and Masters of the Bench, who were to entertain the members attending the meeting at dinner in the Hall of the Inn after the meeting. In addition to the valedictory address of the retiring president (Professor Goudy), the proceedings will comprise a paper by Sir Alfred Hopkinson, K.C., Vice-Chancellor of the University of Manchester, the vice-president of the society, on "The Education of the Articled Clerk."

The large percentage of people who are unable to read the new oath upon the card which is handed to them when they are about to be sworn caused the stipendiary for Birmingham to remark, says the *Times*, that he did not know where education came in in these days, as people were unable to read four simple lines. The magistrate's clerk: One would think that now the Education Act has been in force for over thirty years people would be able to read four lines of large print, mostly monosyllables, but they cannot. He advised one witness to attend a night school. Two jurymen summoned to the Bethnal Green Coroner's Court last week were unable to write their names.

A Joint Committee of Lords and Commons on the Bill consolidating the law of licensing held, says the *Times*, its sixth and last meeting on the 6th inst. A decision was reached on one or two points left over for consideration, and the Bill as amended by the committee was reported to both Houses. The committee, in recommending that the Bill should be allowed to proceed, express the view that the law of licensing is in some respects more than usually complicated, and therefore a specially fit subject for consolidation. In three schedules the committee make some suggestions for amendments, mostly on matters of procedure, and designed to correct obvious flaws. No division took place on the committee, all its decisions being unanimous.

On Wednesday, in the House of Commons, Mr. Harwood asked the Chancellor of the Exchequer whether he was aware that there was inequality of treatment as to stamp duty in respect of transactions under clauses 73 and 75 of the Finance Act, and whether he proposed to do anything in the matter. Mr. Hobhouse said: My right hon. friend's attention has been drawn to this matter, and he agreed with my hon. friend that there is an inequality of treatment in regard to transactions not exceeding £500 in value which fall under section 73 and section 75 of the Finance (1909-10) Act, 1910, respectively. He proposes in the Finance Bill of the present year to amend section 75 so as to exempt from the increased stamp duty chargeable on leases any transactions where the total consideration does not exceed £500, under conditions similar to those laid down in the proviso to section 73.

The *Daily Mail* has raised a cry of corruption among jurors, and Mr. Elliott, K.C., gave in its columns several recent instances of corrupt jurors. Mr. J. D. Langton, an Under-Sheriff of the City of London, says in the same paper that "one or two attempts have been made without success to influence jurymen. In ninety-nine cases of a hundred a jurymen would refuse to be suborned. Anyone detected in trying to corrupt a juror would be severely punished." Mr. Langton agreed with Mr. Elliott that the only certain safeguard against the corruption of jurors is isolation, but did not quite see how they could be accommodated at the Old Bailey. Mr. E. D. Purcell, an Old Bailey counsel, said that he had very rarely any reason to believe that a jury had been tampered with. "There was, however, a case some years ago. The trial had been going on for about a week, and one of the jurymen was 'got at.' There is little doubt that he was bribed. The jury disagreed, and the men on trial got off, as the Treasury did not care to undertake the expense of a second prosecution."

In the course of his charge to the Grand Jury at the opening of the summer assizes for the city of York, Mr. Justice Grantham, says the *Times*, referred to a deputation which waited upon him on the previous evening with a representation in reference to the threatened removal of the assizes from the city. He said that the first duty of the Administration and the Legislature of the country was to bring justice home to the people of England in their own counties and as near their homes as possible. The arrears in London were not the fault of the people in the country, and the people in the country should not be deprived of the rights which they had held for so many years to suit the people in London. In regard to Saturday sittings his lordship said that solicitors and jurymen resented having to go to court on Saturday, and the judges came to the conclusion that they would not take jury cases on that day. It was for the benefit of the lay people that the alteration was made. The judges did other legal work on Saturdays, and they often sat long hours on Saturdays. The whole of the charges were based upon the ignorance of the people who made them.

In a circular issued by the Inns of Court Officers Training Corps, it is stated that the corps occupies a special position, as, in addition to fulfilling its *raison d'être* of furnishing officers for the Territorial Force and the Special Reserve, members accept a liability to be employed on Active Service under special regulations. The present need of recruits arises from the constant efflux of members who take commissions, a result which is extremely satisfactory, but which inevitably tends to deplete its ranks. It is hoped that at this season of the year when many young men are about to leave school or University to live in London, some of them may turn their attention to this corps, which is recruited from the four Inns of Court, the Faculty of Advocates, Scotland, the King's Inns, Dublin, past and present members of the Universities of Oxford and Cambridge, past members of many of the public schools, and other gentlemen considered by the commanding officer to be specially eligible. There is no entrance fee, and uniform and equipment are provided practically free of cost, the obligatory expenses being very small. The corps has an establishment of one squadron of cavalry and three companies of infantry.

In the House of Commons on Tuesday Mr. R. Gwynne asked the Chancellor of the Exchequer whether his attention had been called to the fact that during the last three years the income tax regulations had been so altered that any person who had been assessed for income tax by the assessor, and who wished to appeal, but who, for any reason (illness, absence from England, or otherwise) failed to give notice of appeal to the Commissioners within the ten days specified on the notice of assessment, was precluded from claiming repayment of any income tax he might have overpaid during the preceding three years, as formerly he was entitled to do; and, if so, whether he would take steps to remedy this hardship. The Chancellor of the Exchequer said: I am not aware of any such alteration as the hon. member suggests. Mr. Fell asked whether the regulations and the circulars were submitted to the right hon. gentleman before being sent out. The Chancellor of the Exchequer said that he had nothing to do with these regulations. They were in force before he went to the Exchequer, and before the present Government came into power. Mr. Snowden asked the Chancellor of the Exchequer whether a grandfather who supported grandchildren under sixteen years of age, the father being dead, was entitled to the abatement for income tax which was given to a father with young children. The Chancellor of the Exchequer: The answer is in the negative.

The report of the Royal Commission on the Appointment of Justices has, says the Parliamentary correspondent of the *Times*, now been laid upon the table of the House, and its chief recommendation will be found to be of considerable interest. It is that a small Advisory Committee should be appointed by the Lord Chancellor for every county, so that he may take counsel with them with regard to the appointment of justices in their county. The expectation is that if the proposal were put in force the Lord Lieutenant would generally be a member of the Advisory Committee, and that the Committee in any case would confer with the Lord Lieutenant, who would retain his custom of making recommendations. The Commission, it is understood, recommend that these Advisory Committees should be composed of not more than nine and not fewer than five members; that the choice of members of such committees should be entirely free, and that neither politics nor creed should be a disqualification or qualification for membership. It is proposed that in counties within whose area there are several county councils, such as Yorkshire, there should be as many Advisory Committees. It is also recommended that no member of Parliament or candidate for Parliament should, unasked, make any proposal for the appointment of magistrates in his constituency, a disability which, it is suggested, should also be imposed on political agents and representatives of political associations. One member of the Commission has presented a memorandum in opposition to the last proposal. The recommendations of the Commission, of course, in no way seek to impair the authority of the Crown, and it is not proposed that the powers of the Lord Chancellor, who acts for the Crown in appointing the justices, should be diminished.

ROYAL NAVAL COLLEGE, OSBORNE.—For information relating to the entry of Cadets, Parents and Guardians should write for "How to Become a Naval Officer" (with an introduction by Admiral the Hon. Sir E. R. Fremantle, G.C.B., C.M.G.), containing an illustrated description of life at the Royal Naval Colleges at Osborne and Dartmouth.—Gieve, Matthews, & Seagrove, 65, South Molton street, Brook-street, London, W.—[ADVT.]

## FIDELITY GUARANTEE BONDS

can be obtained on liberal terms from the

LAW UNION AND ROCK  
INSURANCE COMPANY, LIMITED.

126, CHANCERY LANE, LONDON, W.C.,

where proposal forms and all information may be obtained.

The Company's Bonds are accepted by the High Court of Justice, all Government Departments, etc.

FUNDS IN ALL DEPARTMENTS, £9,000,000.

CLAIMS PAID—ALL DEPARTMENTS, £25,000,000.

## Marriage.

**SWETT—JENKINS.**—On the 7th inst., at the Webb Chapel, Waltham Green, Herbert Sutton, second son of Alfred Syrett, of 45, Finsbury-pavement, E.C., and Sydenham, S.E., to Rosina Alice, youngest daughter of Mr. and Mrs. John Jenkins, of Fulham, S.W.

## Death.

**COPLAND.**—On July 6, F. J. Copland, for over thirty-six years confidant clerk and faithful friend of Samuel John Wilde, of 10, So Jeants'-inn, Fleet-street, Barrister-at-Law, of the Inner Temple.

## Court Papers.

## Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON					
Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice JOYCE.	Mr. Justice SWINER EADY.	
Monday ... July 18	Mr. Leach	Mr. Farmer	Mr. Beal	Mr. Bloxam	
Tuesday ... 19	Mr. Borrer	Mr. Leach	Mr. Groswell	Mr. Farmer	
Wednesday ... 20	Mr. Beal	Mr. Borrer	Mr. Goldschmidt	Mr. Leach	
Thursday ... 21	Mr. Groswell	Mr. Beal	Mr. Synge	Mr. Borrer	
Friday ... 22	Mr. Goldschmidt	Mr. Groswell	Mr. Church	Mr. Beal	
Saturday ... 23	Mr. Synge	Mr. Goldschmidt	Mr. Theod.	Mr. Groswell	
Date.	Mr. Justice WARRINGTON.	Mr. Justice NEVILLE.	Mr. Justice PARKER.	Mr. Justice EYS.	
Monday ... July 18	Mr. Synge	Mr. Borrer	Mr. Goldschmidt	Mr. Theod.	
Tuesday ... 19	Mr. Church	Mr. Beal	Mr. Synge	Mr. Bloxam	
Wednesday ... 20	Mr. Theod.	Mr. Groswell	Mr. Church	Mr. Farmer	
Thursday ... 21	Mr. Bloxam	Mr. Goldschmidt	Mr. Theod.	Mr. Leach	
Friday ... 22	Mr. Farmer	Mr. Synge	Mr. Bloxam	Mr. Borrer	
Saturday ... 23	Mr. Leach	Mr. Church	Mr. Farmer	Mr. Beal	

## COURT OF APPEAL.

## SUPPLEMENTARY LIST OF APPEALS FROM ALL DIVISIONS.

Set down to June 30th, 1910.

TRINITY SITTINGS, 1910.

The appeals or other business proposed to be taken will, from time to time, be announced in the Daily Cause List.

(Continued from p. 662).

## FROM THE KING'S BENCH DIVISION.

(In Bankruptcy.)

In re A Debtor (expte The Petitioning Creditors). No 509 of 1910 from an order of Mr Registrar Giffard, dated May 31, 1910 (set down June 20, 1910)

## FROM THE KING'S BENCH DIVISION.

(Final List.)

Judgment Reserved.

Gordon v Chief Commr of the Metropolitan Police appl of plttf from judgt of Mr. Justice Warrington (sitting as an additional Judge of the KB Div) (c a v June 3)

Whimney v The Moss Steamship Co ld appl of plttf from judgt of Mr Justice Hamilton, without a jury, Middlesex (c a v June 9)

Denaby and Cadeby Main Collieries ld v Anson appl of plttfs from judgt of Mr. Justice A. T. Lawrence, without a jury, Middlesex (c a v June 16)

Bristol Tramways & Carriage Co ld v Fiat Motors ld appl of defts from judgt of Mr. Justice Lawrence, without a jury, Middlesex (c a v June 21)

Moel Tryvan Ship Co. ld v A Weir & Co appl of plttfs from judgt of Mr Justice Bray, without a jury, Lancaster (c a v June 30)

## FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)

(1509.)

The Mayor, &c of Kingston-on-Thames (appls) v Baverstock & ors (respts) appl of appls from judgt of the Lord Chief Justice and Justices Jeff and Sutton, dated June 9, 1909 (s o till July 12) July 2

Jones v Great Central Ry Co appl of defts for judgt or new trial on appeal from verdict and judgt, dated June 18, 1909, at trial before Mr Justice Bucknill and a special jury, York (s o for day to be fixed) July 16

(1910.)

Clement Motor Co ld v Wilkinson appl of deft from judgt of Mr Justice A T Lawrence, without a jury, Middlesex, dated Feb 10, 1910 (s o until June 15) Feb 22

Flecknoe v Thompson appl of deft for judgt or new trial on appl from verdict and judgt, dated Feb 19, 1910, at trial before Mr Justice Grantham and a special jury, Gloucester March 2

Macgregor v Peet and Peet v Macgregor & anr appl of deft from judgt of Mr Commr Parfitt, KC, without a jury, Leicester, dated Feb 11, 1910 (s o liberty to apply) March 2

Refuge Asse Co ld v Jagger appl of plttfs from judgt of Mr Justice Bray, without a jury, Manchester, dated Dec 14, 1909 March 4

Churton v Provincial Motor Cab Co. appl of plttf for judgt or new trial on appl from verdict and judgt, dated Dec 6, 1909, at trial before Mr Justice Ridley and a common jury, Liverpool March 4

The Attorney-Gen, on the relations of the Valley Rural District Board v Jones appl of deft for judgt or new trial on appl from verdict and judgt, dated Jan 27, 1910, at trial before Mr Justice Pickford and a common jury, Beaumaris (s o July 4) March 8

Sayers v Crutchley appl of plttf from judgt of Mr Justice Coleridge, without a jury, dated March 8, 1910 March 14

Thomas v Lyons appl of deft for judgt or new trial on appl from verdict and judgt, dated March 18, 1910, at trial before Mr Justice Grantham and a special jury, Monmouth March 21

Young, King & Co ld v Galbraith Grant ld appl of defts from judgt of the Lord Chief Justice, without a jury, London, dated Jan 26, 1910 March 21

Stewart v Plummer appl of plttf for judgt or new trial on appl from verdict and judgt, dated March 8, 1910, at trial before Mr Justice Channell and a special jury, Lewes March 22

Attorney Gen v The Caledonian Ry Co (Revenue Side) appl of defts from judgt of Mr Justice Bray, dated March 4, 1910 (s o generally) March 24

Clark (Surveyor of Taxes) applt v The Sun Insee Office (respts) Revenue Side appl of appl from judgt of Mr Justice Bray, dated March 4, 1910 (s o generally) March 24

W Cory & Sons ld v W France Fenwick & Co ld appl of plttfs from judgt of Mr Commr Scrutton, KC, without a jury, Durham, dated Feb 26, 1910 March 24

Russell v Crawford appl of deft for judgt or new trial on appl from verdict and judgt, dated March 19, 1910, at trial before Mr Justice Darling and a special jury, Middlesex March 30

Hes v Lanchester Motor Co ld appl of defts for judgt or new trial on appl from verdict and judgt, dated March 17, 1910, at trial before Mr Justice Darling and a common jury, Birmingham March 30

Freeman v Butterworth appl of defts for judgt or new trial on appl from verdict and judgt, dated March 17, 1910, at trial before Mr Justice Walton and a special jury, Manchester (s o Manchester Assizes) April 5

Fitter v Holmes appl of deft from judgt of Mr. Justice Darling, without a jury, Birmingham, dated March 21, 1910 April 6

Clifton v The New Tivoli ld appl of plttf from judgt of Justices Darling and Bucknill (order of Divisional Court), dated April 3, 1910 April 15

Cockerill v The Middlesbrough Co-operative Soc ld appl of plttf from judgt of Mr Justice Ridley, without a jury, Middlesex, dated April 9, 1910 (s o July 11) April 21

Parsons v Barclay & Co ld and Parsons v Goddard appl of deft Goddard for judgt or new trial on appl from verdict & judgt, dated April 14, 1910, at trial before Mr Justice Ridley and a special jury, Middlesex April 22

Shankland v Tyser appl of plttf from judgt of Mr Justice Hamilton, without a jury, Middlesex, dated Jan 24, 1910 (security ordered by July 4) April 23

Troup v The Sleeping Car, &c Co appl of defts for judgt or new trial on appl from verdict and judgt, dated April 22, 1910, at trial before Mr Justice Grantham & a special jury, Middlesex (execution stayed until hearing of appeal) April 25

Jackson v Rotax Motor & Cycle Co appl of defts from judgt of Justices Darling & Bucknill (Order of Divisional Court), dated April 2, 1910 and cross-notice by plttf, dated June 23, 1910) April 25

Duveen v Duveen appl of plttf for judgt or new trial on appl from verdict & judgt, dated April 20, 1910 at trial before Mr Justice Ridley and a special jury, Middlesex April 26

Cox v Calloway appl of plttf for judgt or new trial on appl from verdict & judgt, dated April 20, 1910, at trial before Mr Justice A T Lawrence and a common jury, Middlesex April 28

C J Smith & Hudson v Cruickshank appl of deft from judgt of Justices Darling and Bucknill (order of Divisional Court), dated April 18, 1910 April 29

In re H P Becher, a solr The United Mining & Finance Corpn l'd v Becher appl of Becher from judgt of Mr. Justice Hamilton, dated April 14, 1910 April 29

Halford & Sons v Price & anr appln of deft, M Price, for judgt or new trial on appl from verdict and judgt, dated April 18, 1910, at trial before Mr Justice Hamilton, without a jury, Middlesex May 3

J Wiener & Co v Wilson's & Furness-Leyland Line l'd appl of plfff from judgt of Mr Justice Hamilton, without a jury, Middlesex, dated April 19, 1910 May 4

Leaver v Urban District Council of Pontypridd appl of plfff from judgt of Mr Justice Pickford and a special jury, Cardiff, dated April 23, 1910 May 4

Bamford v Murphy appln of deft for judgt or new trial on appl from verdict and judgt, dated May 5, 1910, at trial before The Lord Chief Justice and a special jury, Middlesex May 7

Kitchen v Evans & anr appl of deft, D Grundy, from judgt of Justices Darling and Bucknill, dated April 12, 1910 (security ordered) May 9

Beardall v Bottomley & ors appln of plfff for judgt or new trial on appl from verdict and judgt, dated May 3, 1910, at trial before Mr. Justice Darling and a special jury, Middlesex May 10

Faithfull v Kesteven appl of deft from judgt of Justices Darling and Lawrence (order of Divisional Court), dated April 14, 1910 May 11

Rogers, Eungblut & Co v Martin appl of deft from judgt of Justices Bray and Coleridge (order of Divisional Court), dated April 27, 1910 May 11

Metropolitan Water Board v London Brighton & South Coast Ry appl of plffs from judgt of Justices Phillimore and Bucknill (order of Divisional Court), dated March 15, 1910 May 11

Wallace v Douglass appl of deft from judgt of Mr Justice Ridley, without a jury, dated April 26, 1910 (fur con in London) May 11

Matthews v Arding & Hobbs appl of plfff from judgt of Mr Justice Lawrence, without a jury, Middlesex, dated April 28, 1910 May 12

Howells v Williams appl of plfff from judgt of Justices Bray and Coleridge (order of Divisional Court), dated May 5, 1910 May 14

Hughes v Wys, Muller & Co appln of plfff for judgt or new trial on appl from verdict and judgt, dated May 17, 1910, at trial before Mr Justice Darling and a special jury, Middlesex May 17

Dickinson v The Pacific Steam Navigation Co appl of plfff from judgt of Mr Justice Hamilton, without a jury, Middlesex, dated Feb 3, 1910 (s o Michaelmas) May 18

Crane v The National Cash Register Co l'd appln of defts for judgt or new trial on appl from verdict & judgt, dated May 9, 1910, at trial before Mr Justice Grantham and a special jury, Middlesex May 19

Barker v Herbert appln of plfff for judgt or new trial on appl from verdict and judgt, dated April 28, 1910, at trial before Mr Justice Bucknill and a common jury, London May 19

Thomas v Courtney appl of plfff from judgt of Justices Bray and Coleridge (Order of Divisional Court), dated April 28, 1910 May 23

Keep & ors v The Star Newspaper Co l'd appln of defts for judgt or new trial on appl from verdict and judgt, dated May 12, 1910, at trial before Mr Justice Darling and a special jury, Middlesex May 24

(To be continued.)

## Winding-up Notices.

London Gazette.—FRIDAY, July 8.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

**BORING SYNDICATE, LTD.**—Creditors are required, on or before Aug 27, to send their names and addresses, and the particulars of their debts or claims, to William Phillips Tomes, 17 and 18, Davenport Chambers, Bishopsgate at Without, Maxwell & Dampney, Bishopsgate at Within, solrs to the liquidator

**BROADWELL & ROBIN, LTD (IN VOLUNTARY LIQUIDATION)**—Creditors are required, on or before Aug 23, to send their names and addresses, and the particulars of their debts or claims, to Walter G. Hall, Union and Smiths Bank Chambers, Hull, liquidator

**CANADIAN RINK (TOTTENHAM), LTD.**—Petn for winding up, presented July 7, directed to be heard at the Court House, Edmonton, on July 21, at 11. Hutton, Basinghall st, solr to the petn. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 20

**CHALLENGE RUBBER MILLS, LTD (IN LIQUIDATION)**—Creditors are required forthwith to send their names and addresses, and the particulars of their debts or claims, to Frederick Bertram Smart, 23, Queen st, Cheapside. Smith & Co, John st, Bedford row, solrs for the liquidator

**GRAND HOTEL (WYOMOUTH), LTD.**—Creditors are required, on or before Aug 9, to send their names and addresses, and the particulars of their debts or claims, to H. E. G. Dawson, 4, Sun ct, Cornhill, liquidator

**MOYRA FUEL, LTD.**—Creditors are required, on or before Aug 5, to send their names and addresses, and the particulars of their debts or claims, to William Hardy King, 13, Basinghall st, liquidator

**PREMIER INDUSTRIAL BANK, LTD.**—Petn for winding up, presented July 5, directed to be heard at St George's Hall, Liverpool, on July 18, at 10.45. Robinson & Co, Manchester, solrs for the petn. Notice of appearing must reach the above-named not later than 2 o'clock in the afternoon of July 16

**REINFORCED IRON TUBE CO, LTD (IN LIQUIDATION)**—Creditors are required forthwith to send their names and addresses, and the particulars of their debts or claims, to Frederick Bertram Smart, 23, Queen st, Cheapside. Smith & Co, John st, Bedford row, solrs for the liquidator

**ROMA LIGHT WORKS, LTD (IN LIQUIDATION)**—Creditors are required, on or before Aug 19, to send their names and addresses, and the particulars of their debts or claims, to George James Toy, 17, South st, Finsbury, liquidator

**THEATRES CONTRACT AND FINANCE CO, LTD.**—Petn for winding up, presented July 6, directed to be heard July 19. Wells & Sons, 17, Paternoster row. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 18

**TRINIDAD DOCK AND ENGINEERING CO, LTD.**—Creditors are required, on or before Aug 10, to send their names and addresses, and the particulars of their debts or claims, to Arthur Kitching, 37, Old Jewry, liquidator

London Gazette.—TUESDAY, July 12.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

**BIRMINGHAM MANUFACTURING CO, LTD.**—Petn for winding up, presented June 24, directed to be heard August 9. Eart, Nelson & Co, Leam, for H. H. Wells & Sons, 17, Paternoster row. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of August 8

**LEEDS COPPER WORKS, LTD.**—Creditors are required, on or before July 28, to send their names and addresses, and the particulars of their debts or claims, to George Pepler Norton, Station st bldgs, Huddersfield, liquidator

**LA AMIETA, LTD.**—Creditors are required forthwith to send their names and addresses, and the particulars of their debts or claims, to De Wesley Layton, Charbon, Ingram court, Fenchurch st, liquidator. Stokes & Co, solrs for the liquidator

## Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, July 8.

**WESTMINSTER ESTATES, LTD.**  
**BUTLER, REVELL & SONS, LTD.**  
**ROCHDALE ASSOCIATION FOOTBALL CLUB, LTD.**  
**EXHIBITIONS, LTD.**  
**RANKIN WALKER CO, LTD.**  
**BENJAMIN THORNTON, LTD.**  
**THEATRES CONTRACT AND FINANCE CO, LTD.**  
**JOHANNESBURG GOLD FIELDS, LTD (Reconstruction)**  
**GUTTA PERCHA CONCESSIONS SYNDICATE, LTD.**  
**MAIKOP NEVIANIA SYNDICATE, LTD.**  
**AUTOMATIC PEN TICKETING MACHINE CO, LTD.**  
**LAWLEY & DAVIS, LTD.**  
**J. ART & CO, LTD.**  
**AMERICAN SEATING RINK CO (MARSEILLES), LTD.**  
**COKE SEATING RINK CO, LTD.**  
**WESTERN VACUUM CLEANER CO, LTD.**  
**PATENT SAFETY CANDLE GRIP CO, LTD.**  
**HUMOUR SYNDICATE, LTD.**  
**GLYNE'S EXTENSION (LYDENBURG), LTD. (Reconstruction)**  
**S. & W. BRISFORD, LTD.**  
**FLOYD & CO, LTD.**

London Gazette.—TUESDAY, July 12.

**ACCRINGTON HIPPODROME, LTD.**  
**COLMBIA EXPLORATION SYNDICATE, LTD.**  
**"NON-SOLPS," LTD.**  
**F. D. COLEBURN & CO, LTD.**  
**LIANGOLEN HIDE AND SKIN CO, LTD.**  
**B.B. (PIONEER) SYNDICATE, LTD.**  
**ELKAY & CO, LTD.**  
**HADCLIFFE RESTAURANT AND CAFE CO, LTD.**  
**MID-EAST TRUST SYNDICATE, LTD.**  
**HASLERBY BUILDERS, LTD.**  
**W. J. HUBBARD & SONS, LTD.**  
**HALIFAX AND HUDDERSFIELD UNION BANKING CO, LTD.**  
**PEAKS STORES (AFRICA), LTD.**  
**LONDON WAX AND CEREKINE CO, LTD.**  
**CAULDON (BROWN-WESTHEAD, MOORE & CO), LTD.**  
**CURTIS AND HANKE, LTD.**  
**SAFER MANUFACTURING CO, LTD.**  
**SCOOTER PATENT FIRELIGHTER CO, LTD.**  
**BIRMINGHAM VOLUNTARY DRILL HALL CO, LTD.**  
**F. W. JEFFERY & CO, LTD.**  
**T. R. P. SYNDICATE, LTD.**  
**HOLDSWORTH & CO, LTD.**  
**ALLIANCE ELECTRICAL CO, LTD.**  
**MIDLAND ENGINEERING CO, LTD.**  
**JOHN WALKER (WATCH AND CLOCK MAKER AND JEWELLER), LTD.**

## The Property Mart.

### Forthcoming Auction Sales.

July 19.—Messrs. WEATHERALL & GREEN, at the Mart, at 2: Freehold Residential and Building Estates (see advertisement, back page, this week).

July 19.—Messrs. DRENNHAM, TEWSON, RICHARDSON & Co, at the Mart at 2: Freehold Estate (see advertisement, back page, June 18).

July 20.—Messrs. DRENNHAM, TEWSON, RICHARDSON, & Co, at the Mart, at 2: Freehold Ground-rents (see advertisement, page v, July 2).

July 20.—Messrs. BROSIE, TIMES & Co, at Higgate: Freehold Shop and Premises (see advertisement, page v, this week).

July 20.—Messrs. J. A. & W. THARP, at the Mart, at 2: Freehold Ground-rents (see advertisement, back page, this week).

July 20 and 21.—Messrs. H. E. FORSTER & CRANFIELD, at the Mart, at 2: Reversions, Life Policies, Shares, Ground-rents, &c. (see advertisement, back page, this week).

July 21.—Messrs. FAREBROTHER, KILIS, & Co, at the Mart: Freehold Building Estate (see advertisement, page v, July 2).

July 21.—Messrs. STRONG & SONS, at the Mart, at 2: Freehold Ground-rents (see advertisement, back page, July 9).

July 25.—Messrs. MARKE & MARKE, at the Mart, at 1: Freehold Building Site and Residential Property (see advertisement, back page, July 9).

July 25.—Messrs. JONES, LANE, & Co, at the Mart, at 2: Freehold Property and Leasehold Investments (see advertisement, back page, July 18).

July 25.—Messrs. FIELD, SONS & GLASIER, at the Mart, at 2: Freehold Building Estate (see advertisement, back page, this week).

July 25.—Messrs. RETWOLD & FASOY, at the Mart, at 2: Freehold and Leasehold Ground-rents and Properties (see advertisement, page v, this week).

July 25 and Aug. 2.—Messrs. DRENNHAM, TEWSON, RICHARDSON & Co, at the Mart, at 2: Freehold Residences, Ground-rents, Shop, Shares, Freehold Properties, Building Estates, Freehold and Leasehold Hotels (see advertisements, page iv, May 24).

July 26.—Messrs. HAREBODS, at the Mart: Residences, &c. (see advertisement, back page, July 9).

July 26.—Messrs. HAMPTON & SONS, at the Mart: Town Houses (see advertisement, page v, June 18).

July 27.—Messrs. EDWIN FOX, BOUSFIELD, BURNETT, & BADDLELEY, at the Mart, at 2: Leasehold Investment (see advertisement, back page, this week).

July 29.—First SURREY WATER CO: Sale of Shares by Tender, closing July 29 (see advertisement, page iii, July 2).

Messrs. KNIGHT, FRANK, & RUTLEY: Freehold Ground-rents or Sale (see advertisement, back page, June 4).

## Creditors' Notices.

## Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, July 1.

**BAKER, SARAH ANN ELIZABETH**, Norton Folgate Aug 17 Packman v Baker, Warrington, J Mills, Bishopsgate at Without  
**TUCKER, CHARLES JAMES**, Westbury on Trym, Bristol, Timber Merchant July 25 Tucker v D'Oyly, Warrington and Parker, JJ Tonkin, Bristol,  
 London Gazette.—TUESDAY, July 12.  
**FRAMPTON, HARRIET FRAMPTON**, Chichester Sept 15 Rayden v White and Others, Warrington, J Scott, High Holborn  
**HILL, CHARLES GREY**, Hartogate, York Aug 8 Wightman and Derbyshire v Hill, Warrington, J Cartwright, Nottingham

## Under 22 &amp; 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, July 8.

**ANDERSEN, BATHEN ANNA MARIA VAN**, Charing Cross Hotel, Strand Aug 6 Smythe & Brettell, Basinghall st  
**ALLEN, JOHN**, Colishall, Norfolk, Boatbuilder Aug 8 Goodchild, Norwich  
**ATKINSON, WILLIAM**, Penrith, Painter Sept 1 Arkinson & Co, Penrith  
**AUSTIN, FRANK**, Wadhurst, Sussex, Auctioneer Aug 11 Andrews & Bennett, Wadhurst  
**AVERY, JOHN WALTER**, Aisle-side rd, Hampstead, Warehouseman's Manager Aug 1 Woolnough & Co, Bury St Edmunds  
**BADHAM, EDWARD**, Barton on the Heath, Warwick Aug 13 T & A E Mace, Chipping Norton, Oxon  
**BENNETT, JAMES**, Hemel Hempstead, Butler Aug 9 Richardson & Co, Golden sq, Regent st  
**BIBBY, THOMAS**, Rode Heath, Chester, Sand Merchant Aug 4 Sherratt & Nelson, Kid-grove, Staffs  
**BOTTRELL, HANNAH**, Beverley, Yorks Aug 2 Iveson & Co, Hull  
**BRIDGER, HARRY**, Old Shoreham, Sussex Aug 11 Flowers, Steyning, Sussex  
**BURNETT, RICHARD GOULD**, Aldonfield, Staffs Aug 15 Heaton & Son, Burslem  
**CALVERT, JAMES**, Highfield, Danehill, Sussex Aug 12 Slaughter & May, Austin Friars  
**CARTLE, GEORGE**, James, Knowle, Bristol, Merchant Captain July 28 Metcalfe, Bristol  
**CLARK, CHARLES**, Blackheath Aug 20 Baker & Nairne, Crosby sq  
**COOPER, PAUL**, Chesterfield, Licensed Victualler Aug 27 Bennett, Sheffield  
**DANIEL, BETSY ANN**, Bradford Aug 17 Peter & Peter, Holsworth, Devon  
**DAVIES, EVAN LLOYD**, Newcastle Emllyn Aug 10 George & Sons, Newcastle Emllyn  
**DAWSON, THOMAS**, Middleton Aug 8 Cooke, Manchester  
**DODD, WILLIAM**, Silverdale, nr Carnforth, Lancs Aug 20 Gately & Son, Ambleside  
**ELLIOTT, JOHN CUTBURN**, Gravesend Aug 8 Broomman, Gravesend  
**EMANUEL, HENRY**, Suffolk gr, Southwark Aug 8 McDiarmid & Son, Newman's ct, Cornhill  
**EVANS, JAMES**, Tredegar, Mon Aug 2 Gustard, Newport, Mon  
**FACV, SAMUEL PEARCE**, Mannamed, Plymouth, Devon July 25 Bickle & Wilcocks, Plymouth  
**FERRIS, WILLIAM JAMES**, Aintree, Liverpool Aug 5 Weightman & Co, Liverpool  
**FOSTER, HENRY**, Crosby, Lincs, Farmer Aug 31 Hett & Co, Brigg, Lincs  
**FRANCIA, ANNE**, Sydney, N S Wales Aug 17 Cheale & Son, Tunbridge Wells  
**GRAINGER, WILLIAM STANLEY**, Birmingham Aug 27 Mason & Son, Birmingham  
**GRIFFITH, ALFRED**, Hart In, Gt Tower st, Commission Agent Aug 20 Munns & Longden, Fredericks pl, Old Jewry  
**GREEN, WILLIAM**, Scotlow, Norfolk, Farmer July 21 Wilkinson & Davies, North Wall-sham  
**GRIFFITH, ELIZABETH ANN**, Derby Aug 8 Thirby, Derby  
**GUILDING, DUNCAN**, Ilfracombe, Bank Manager Aug 5 Blackmore, Ilfracombe  
**GUY, CHARLES**, Bingley, Yorks Aug 22 Butterfield, Keighley  
**HARRIS, THOMAS**, Tunbridge Wells, Builder Aug 19 Cripps & Co, Tunbridge Wells  
**HICCOMB, ALFRED**, Gauden rd, Clapham Aug 5 Kingston & Co, Lawrence in, Chesapeake  
**JONES, EVANS**, Aberdare, Colliery Fireman July 15 Thomas, Aberdare  
**JONES, JAMES**, Lechlade, Glos Aug 15 Woodcock & Co, Bloomsbury sq  
**LEE, WILLIAM HENRY**, Bootle, Lincs, Electrician Aug 6 Moore & Son, Birkenhead  
**LIDDLE, ELIZABETH**, Oldham Aug 1 Holroyd, Oldham  
**LODGE, SARAH**, Dewsbury July 23 Peace, Dewsbury  
**LOWE, SAMUEL**, New Mills, Derby Aug 6 Pollitt, New Mills, nr Stockport  
**MASTERS, JANE**, Burnham, Somerset Aug 20 Benson & Co, Bristol  
**MILLWARD, JANE**, Merthyr Tydfil July 29 Lewis & Co, Merthyr Tydfil  
**NORMAN, JAMES JOHN**, Exeter, Grocer Aug 5 Friend & Tarbet, Exeter  
**PORTER, GEORGE**, Redcar, Yorks, Farm Labourer Aug 9 Boulton, Darlington  
**PRICE, MARY ANN**, Small Heath, Warwick Aug 22 Freedland & Warder, Birmingham  
**REYNOLD, JOHN RICHY**, Harbour rd, Coldharbour in, Camberwell, Accountant July 30 May & Co, Lincoln's inn fields  
**REYNOLDS, GRETHERDE AGNES**, Ambleside, Westmoreland Aug 20 Gately & Son, Ambleside  
**SIMMS, LESLIE WINFIELD**, Great Portland st July 30 Simpson, King's Langley, Herts  
**SNELL, WALTER JAMES**, Holworthy, Devon, Yeoman Aug 4 France & France, Plymouth

**VAUGHAN, JOHN WILLIAM**, Stockton, California Sept 1 Flower & Flower, Norfolk st  
**WATSON, FRANCES**, Newcastle upon Tyne Aug 5 WJS & JAS Scott, Newcastle upon Tyne

London Gazette.—TUESDAY, July 12.

**AINSCOUGH, HANNAH**, Latham, nr Ormskirk July 27 Teebay & Lynch, Liverpool  
**AMER, THOMAS**, Folkestone Aug 7 Rees-Mogg & Davy, Bristol  
**BRADLEY, ROBERT HENRY**, Reading, Printer Aug 20 Brain & Brain, Reading  
**BRIDGES, JOHN**, Cambridge Aug 13 Miller, Cambridge  
**BROWN, ROBERT HOPE**, Carlisle July 29 Wing, Sheffield  
**CHIPP, THOMAS**, Alnwick April 30 Douglas, Alnwick  
**CHRIST, ALICE**, Alnwick April 30 Douglas, Alnwick  
**COCKBURN, BRYAN**, Burnley July 28 Creeke & Son, Burnley  
**COLLETT, ISABELLA LAMB**, Dawlish, Devon Aug 20 Shelton & Co, New ct, Lincoln's inn  
**COOK, ANNA MARIA**, Burnham on Crouch, Essex Aug 15 Crick & Freeman, Maldon, Essex  
**CUTLEY, SUSAN**, Clapham Aug 10 Chinn & Nichols, Birmingham  
**DAWSON, MARY**, Ripon, Yorks Aug 20 Dickson & Co, Alnwick  
**DIXON, THOMAS**, Newcastle upon Tyne Aug 25 Wilkinson & Marshall, Newcastle upon Tyne  
**EASTWOOD, WILLIE**, Huddersfield, Hairdresser Aug 20 Ramaden & Co, Huddersfield  
**EKENBERG, MARTIN**, Clapham Park, Surrey, Chemist Sept 1 Wootner & Son, Bedford row  
**ELLERBECK, SARAH**, Liverpool Sept 1 Style & Lindsey, Liverpool  
**FLEMING, ISABELLA MURRAY**, Queen's gate, South Kensington Aug 10 Norton & Co, Old Broad st  
**FRYER, GEORGE EDWARD SEPTIMUS**, Burnham, Bucks, Barrister at Law Aug 6 Snow & Co, Gt St Thomas Apostle, Queen's gate  
**GASSON, MARY**, Tolcarne, Madron, Cornwall Aug 13 Boase, Penzance  
**GOODING, FREDERICK**, Addiscombe, Bournemouth Aug 8 Bridgman & Co, College hill, Cannon st  
**GORTON, ROBERT**, Milton under Wychwood, Oxford, Grocer Aug 24 Wilkins & Toy, Oxford  
**GRIFFIN, JOSEPH**, Potternnewton, Leeds, Boot Dealer Aug 15 Clarke & Co, Leeds  
**HART, KATHERINE**, Norbury Aug 8 Burton & Co, Surrey st, Strand  
**HIBBERT, FRANCES ANDREW**, Birkdale, Lancs July 30 Cook & Talbot, Southport  
**JERKIN, AUSTIN FLEMING**, Thurlow Park rd, Dulwich, Barrister at Law Aug 8 Bridgman & Co, College hill, Cannon st  
**JOHNSON, SARAH ANN**, Leicester Aug 8 Maser & Co, Nottingham  
**KIRBY, WILLIAM**, Fenny Stratford, Bucks, Saddler Aug 9 Pettit & Co, Fenny Stratford  
**KIRWAN, JAMES MAITLAND MAITLAND**, Lloyds av Sept 1 Wainwright & Co, Church ct, Clement's ln  
**LODER, MOAH**, Huddersfield, Woollen Merchant Aug 9 Wilmshurst & Stones, Huddersfield  
**LOVEJOY, MARY**, Iver, Bucks Aug 12 Mercer, Uxbridge  
**MUNKS, CASSANDRA ELIZABETH**, Bradshaw Hall, nr Bolton Aug 13 Race, Lincoln  
**MULLINEUX, JOHN**, Birkdale, Lancs Aug 23 Peacock & Co, Liverpool  
**PEASE, ELIZABETH**, Stanford le Hope, Essex Aug 20 Hatton & Asplin, Grays, Essex  
**PEASE, JOHN**, Stanford le Hope, Essex, Licensed Victualler Aug 20 Hatton & Asplin, Grays, Essex  
**POTTER, ANNIE ELIZABETH**, Edith gr, Fulham rd, Chelsea Aug 12 Smith & Smyth, Aldersgate st  
**PURVIS, CAROLINE ELIZABETH**, Oxford gds, North Kensington Aug 25 Collyer-Bristow & Co, Bedford row  
**ROBINSON, LOUISA HARRIET CHAMBERLAIN**, Naunton Holt, Worcester Aug 20 Shelton & Co, New ct, Lincoln's inn  
**ROGERS, ANN**, Heavitree, Devon Aug 21 J & S P Pope, Exeter  
**SANDS, GEORGE**, Layton, Essex Aug 22 Brown & Co, Finsbury pvt  
**SCHOFFIELD, HANNAH**, Salford July 21 Vaudrey & Co, Manchester  
**SCOTT, ELIZA GEORGIANA**, Oakley, Surrey Aug 12 Foster & Co, Queen st pl  
**SCOTT, WILLIAM CARLYLE**, Manningham, Bradford Aug 18 Salthouse, Bradford  
**SEDDON, JOHN**, Stretford, Lancs Aug 1 Rylance & Sons, Manchester  
**SEPTON, ROBERT**, Chorley, Lancs Aug 8 Stanton & Sons, Chorley  
**SMITH, ESTELLE ELIZABETH**, Lausanne, Switzerland Aug 18 Gibson & Co, Portugal at Bidge, Lincoln's inn  
**SPEED, MAUD**, Beethoven st, Queen's Park, Laundry Proprietress Aug 12 Stringer & Stringer, High rd, Kilburn  
**STEVENS, ELIZABETH ANN**, North Finchley July 31 Mills & Co, Finsbury sq  
**STORRY, CHARLES**, Kingston upon Hull, Stationer July 23 Sykes, Hull  
**STRINGER, ELIZABETH JANE**, Shoreham, Sussex Aug 3 Peacock & Goddard, South sq, Gray's inn  
**TAYLOR, THOMAS WILLIAM GARRETT**, Norwich Aug 15 Cozens-Hardy & Jewson, Norwich  
**TAYLOR, WILLIAM DANIEL**, Cheltenham Aug 10 Downey & Linnell, Conduit st  
**THACKER, RICHARD**, Newlay, nr Leeds, Leather Dresser Aug 15 Clarke & Co, Leeds  
**THOMSON, ROY GEORGE OSKOND LEE**, Merton, Oxford Aug 8 Truman, Bicester, Oxon  
**TWEED, WILLIAM**, Felling on Tyne, Durham, Scotch Draper Aug 12 Hopkins & Hymers, Gateshead  
**UNDERWOOD, JANE WILLIAMS**, Addlestone Aug 13 Taylor & Co, Gresham st  
**WOOD, JAMES**, Manchester, Box Maker Aug 6 Hinchcliffe, Manchester

## Bankruptcy Notices.

London Gazette.—FRIDAY, July 8.

RECEIVING ORDERS.

**ALLEN, EDWARD**, Abercromby, Glam, General Dealer Ponty-prid Pet July 4 Ord July 4  
**ATTHILL, CYRIL PATRICK MAURELL**, Ipswich, Motor Engineer Ipswich Pet July 4 Ord July 4  
**BEAMAN, GEORGE PHILIP ROBERTS**, Rawal Pindi, India High Court Pet Feb 23 Ord July 5  
**BELL, HARRY BOWWICK**, Barnoldswick, Yorks, Hairdresser Bradford Pet July 6 Ord July 6  
**BISH, FREDERICK JOHN**, Bath, Painter Bath Pet July 6 Ord July 6  
**BRATT, STEEN AXEL**, Westcliff on Sea, Essex, Builder Chelmsford Pet June 9 Ord July 6  
**BRITTAN, SIDNEY**, Copnor, Portsmouth, Builder Portsmouth Pet June 13 Ord July 4  
**CHADWICK, HENRY**, Leigh, Lancs, Cab Proprietor Bolton Pet July 4 Ord July 4  
**CORNFOOTH, A THELSTERN**, New Broad st, Stock Broker High Court Pet May 23 Ord July 7  
**CRANE, EDITH MAUDE**, Birmingham, Cycle Manufacturer Birmingham Pet May 27 Ord July 11  
**DAVIES, DAVID**, Neath, Tinsplate Worker Neath Pet July 6 Ord July 6  
**DE LA PORTE, RENE MAURICE**, Lancaster gate, Company Promoter High Court Pet May 4 Ord July 5

**ELMORE, WILLIAM**, Moston, Manchester, Baker Manchester Pet June 20 Ord July 4  
**FORDHAM, THOMAS HENRY**, and **FREDERICK ARTHUR FORDHAM**, Swansea, Bakers Swansea Pet July 4 Ord July 4  
**FRANKLIN, D**, Arlingford rd, Brixton, Boot Dealer High Court Pet June 29 Ord July 8  
**GIBBS, WALTER LUKE**, Bristol, Hatter Bristol Pet July 5 Ord July 5  
**GOLDMAN, MARK**, Birmingham, Dealer in Precious Stones Birmingham Pet June 14 Ord June 27  
**HILL, THOMAS WINGATE**, Great Grimby, Fish Merchant's Labourer Great Grimby Pet July 4 Ord July 4  
**HUMPHREY-WILLIAMS, ALURED**, Brondesbury villas, Kilburn, Barrister at Law High Court Pet July 5 Ord July 5  
**HUTCHINGS, CHARLES JOSEPH**, Pontlottyn, Glam, Builder Merthyr Tydfil Pet July 5 Ord July 5  
**HUXLEY, HAROLD JOHN**, Church Stretton, Salop, Butcher's Manager Shrewsbury Pet July 6 Ord July 6  
**JACOB, ANDREW**, Halifax, Fish Merchant Halifax Pet July 4 Ord July 4  
**JAMES, RICHARD**, Clydach Vale, Glam, Colliery Fitter Pontypridd Pet July 5 Ord July 5  
**JERMAN, MARTHA**, Llandidies, Montgomery, Grocer Newtown Pet July 5 Ord July 5  
**JONES, CHARLES EDWARD**, Doncaster, Railway Superintendent Sheffield Pet May 6 Ord July 6  
**JOYCE, WALTER**, Luton, Outfitter Luton Pet July 5 Ord July 5  
**LANGLEY, GERTHAUD MARIAN**, Sydenham, Fashion Artist Greenwich Pet July 4 Ord July 4

**LUNN, ALFRED**, Salisbury, Licensed Victualler Salisbury Pet June 24 Ord July 5  
**MATTHEWS, WILLIAM**, and **CHARLES PARGUITER MATTHEWS**, Appold st, Finsbury, Hardware Merchants High Court Pet July 5 Ord July 5  
**MOULDS, HERBERT COLLINS**, Newcastle under Lyme, Staffs, Mineral Water Manufacturer Hanley Pet July 6 Ord July 6  
**POCKNEY, FRANK**, Stamshaw, Portsmouth, Grocer Portsmouth Pet June 16 Ord July 4  
**POULTER, ARTHUR LESLIE**, Oakwood ct, Kensington High Court Pet June 1 Ord July 6  
**SEACOMBE, ARTHUR**, Blackpool, Coal Merchant Preston Pet June 28 Ord July 5  
**SEATOR, TAVERNER**, Uppingham, Rutland, Grocer Leicester Pet June 17 Pet July 4  
**SHORROCK, GEORGE**, Plymouth, Auctioneer Plymouth Pet July 4 Ord July 4  
**SIMLEY, CHARLES ESCOVAL**, Summer pl, Journalist High Court Pet July 5 Ord July 5  
**ST CLAIR, ARTHUR**, Lundy Island, Devon, Farmer Barnstaple Pet June 18 Ord July 4  
**STROKE, ARTHUR GEORGE**, Bristol, Stationer Bristol Pet July 6 Ord July 6  
**SWINBURN, HENRY**, Hexthorpe, nr Doncaster, Basket Maker Sheffield Pet July 5 Ord July 5  
**SYMONS, JOHN REUBEN**, Truro, Bent Timber Merchant Truro Pet July 5 Ord July 5  
**THOMAS, JOHN**, Blancydych, Glam, Colliery Labourer Pontypridd Pet July 5 Ord July 5  
**THRING, JOHN**, Gale, Peterborough Peterborough Pet May 3 Ord July 2

TUNSTALL, THOMAS, Backworth, Northumberland, Miner Newcastle on Tyne Pet July 5 Ord July 5  
WATKINS, ALBERT, Abertridwr, Glam, Collier Pontypridd Pet July 6 Ord July 6  
WEALL, GEORGE ALEXANDER, Manchester, Commercial Traveller Manchester Pet July 5 Ord July 5  
WOOD, CHARLES WILLIAM, Accrington, Carter Blackburn Pet July 6 Ord July 6  
WOODWARD, WILLIAM, Lytham, Lancs, Nurseryman Preston Pet July 5 Ord July 5

**FIRST MEETINGS.**

ALLEN, EDWARD, Abercynon, Glam, General Dealer July 20 at 11 Off Rec, St Catherine's chmbrs, St Catherine st, Pontypridd  
ALMANI, ARTURO, Cardiff, Ship Store Merchant July 20 at 3.30 Off Rec, 117, St Mary st, Cardiff  
ATTHILL, CYRIL PATRICK MAUSSELL, Ipswich, Motor Engineer July 19 at 10.30 86, Prince st, Ipswich  
BEAMAN, GEORGE PHILIP ROBERTS, Rawal Fandi, India July 18 at 2.30 Bankruptcy bldgs, Carey st  
BURNS, EDWARD JAMES, Wednesbury, Schoolmaster July 22 at 12 Off Rec, Wolverhampton  
CAMP, DANIEL JOHN, Ashford, Middlesex, Schoolmaster July 18 at 12 132, York rd, Westminster Bridge  
CASWELL, CHARLES, Chapel Ash, Wolverhampton, Fruit Merchant July 19 at 12 Off Rec, Wolverhampton  
CLEAVES, HERBERT, Beaufort, Mon, Baker July 16 at 11 Off Rec, St Catherine's chmbrs, St Catherine st, Pontypridd  
COMLEY, THOMAS HERDONS, Cardiff, Pawnbroker's Assistant July 19 at 12 Off Rec, 117, St Mary st, Cardiff  
COOKSON, EDWARD, Ardwick, Manchester, Draper July 16 at 11 Off Rec, Byrom st, Manchester  
CRAIG, GEORGE, Wood Green, Pianoforte Manufacturer July 18 at 12 14, Bedford row  
CRANE, EDITH MAUDE, Birmingham, Cycle Manufacturer July 19 at 12 Ruskin chmbrs, 191, Corporation st, Birmingham  
DE LA PORTE, RENE MAURICE, Lancaster gate, Company Promoter July 19 at 1 Bankruptcy bldgs, Carey st  
ELLIOTT, MARY ELLEN, Birley Carr, Wadley Bridge, nr Sheffield, Farmer July 20 at 12 Off Rec, Eglantine ln, Sheffield  
FRANKLIN D, Arlingford rd, Brixton, Boot Dealer July 18 at 12 Bankruptcy bldgs, Carey st  
GREEN, JOHN JAMES MCCURDY, Birkbeck Bank chmbrs, General Agent July 10 at 11 Bankruptcy bldgs, Carey st  
HANEY, GILBERT LIONEL MARLOW on Thames, Laundry Proprietor July 16 at 12 1, 36 Aldgate, Oxford  
HAYWARD, THOMAS, Presteigne, Radnor July 16 at 12 2, Offa st, Hereford  
HESKETH, FRED, and MARY EMMA SHAW, Manchester, Iron Founders July 16 at 11.30 Off Rec, Byrom st, Manchester  
HESLOP, HENRY JOHN, Stroud, Leather Merchant July 16 at 12 Off Rec, Station rd, Gloucester  
HOSKINGS, FREDERICK ASTFORDS, Ryde, I of W, Hotel Proprietor July 16 at 3.30 Off Rec, 33A, Holyrood st, Newport, I of W  
HUMPHREY-WILLIAMS, ALURED, Brondesbury villas, Kilburn, Barrister at Law July 20 at 12 Bankruptcy bldgs, Carey st  
HUTCHINGS, CHARLES JOSEPH, Pontlotyn, Glam, Builder July 21 at 11 Off Rec, St Catherine's chmbrs, St Catherine st, Pontypridd  
HUXLEY, HAROLD JOHN, Church Streeton, Salop, Butcher's Manager July 18 at 11.30 Off Rec, 22, Swan hill, Shrewsbury  
JAGGER, AMBLER, Halifax, Fish Merchant July 16 at 10.45 County Court, Prescott st, Halifax  
JAMES, RICHARD, Clydach Vale, Glam, Colliery Fitter July 20 at 12 Off Rec, St Catherine's chmbrs, St Catherine st, Pontypridd  
LANGLEY, GERTRUDE MARION, Sydenham, Fashion Artist July 18 at 11.30 132, York rd, Westminster Bridge  
LIDDINGTON, VALENTINE JOHN, Towcester, Northampton, Carter July 16 at 12 Off Rec, The Parade, Northampton  
MATHEWS, WILLIAM, and CHARLES PARCITER MATHEWS, Appold st, Finsbury, Hardware Merchants July 19 at 12 Bankruptcy bldgs, Carey st  
MORGAN, GEORGE OLIVER, Ross, Hereford, Tailor July 16 at 12.30 2, Offa st, Hereford  
NOAN, W. Smethwick, Staffs, Butcher July 19 at 11 Ruskin chmbrs, 191, Corporation st, Birmingham  
POTTERGER, JOHN, Paignton, Devon July 19 at 3 Off Rec, 117, St Mary st, Cardiff

SEARS, ARTHUR, Badsey, Worcester, Coal Merchant July 16 at 10.30 Off Rec, 11, Copenhagen st, Worcester  
SEATOR, TAYLOR, Uppingham, Rutland, Grocer July 16 at 12 Off Rec, 1, Berridge st, Leicester  
SISLEY, CHARLES PRECIVAL, Summer pl, Journalist July 20 at 12 Bankruptcy bldgs, Carey st  
THOMAS, FREDERICK, Tenby, Pembroke, Mason July 16 at 12.15 Off Rec, 4, Queen st, Carmarthen  
THOMAS, JOHN, Blenclydach, Glam, Colliery Labourer July 20 at 11.30 Off Rec, St Catherine's chmbrs, St Catherine's st, Pontypridd  
TUNSTALL, THOMAS, Backworth, Northumberland, Miner July 16 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne  
WATKINS, ALBERT, Abertridwr, Glam, Collier July 20 at 2.30 Off Rec, St Catherine's chmbrs, St Catherine st, Pontypridd  
WEAVING, ANNE, Matlock Bath, Derby, Licensed Victualler July 16 at 11 Off Rec, 47, Full st, Derby  
WILLIAMS, JOHN, Ffairfach, Llandilo, Carmarthen, Insurance Agent July 16 at 12 Off Rec, 4, Queen st, Carmarthen  
WYLLIE, ISABELLA SMITH MATTHEWS, Blackpool, Boarding House Keeper July 18 at 3 Derby Hotel, Regent sq, Blackpool

**ADJUDICATIONS.**

ALLEN, EDWARD, Abercynon, Glam, General Dealer Pontypridd Pet July 4 Ord July 4  
ATTHILL, CYRIL PATRICK MAUSSELL, Ipswich, Motor Engineer Ipswich Pet July 4 Ord July 4  
BELL, HARRY BOBROW, Barnoldswick, Hairdresser Bradford Pet July 6 Ord July 6  
BISS, FREDERICK JOHN, Bath, Painter Bath Pet July 6 Ord July 6  
CHADWICK, HENRY, Leigh, Lancs, Cab Proprietor Bolton Pet July 4 Ord July 4  
CLIFFORD-EARL, WALTER THOMAS, Gt Portland st High Court Pet June 3 Ord July 6  
DAVIES, DAVID, Rhyl, Neath, Glam, Tinplate Worker Neath Pet July 6 Ord July 6  
FLETCHER, R. BERT, Rochester, Bookseller Canterbury Pet June 14 Ord July 4  
FORDHAM, THOMAS JOHN, and FREDERICK ARTHUR FORDHAM, Swansea, Bakers Swansea Pet July 4 Ord July 4  
FRAMPTON, ALFRED, Basinghall st, Architect High Court Pet Mar 1 Ord July 5  
GIBBS, WALTER LUKE, Bristol, Hatter Bristol Pet July 5 Ord July 5  
HAYWARD, THOMAS, Presteigne, Radnor Leominster Pet July 1 Ord July 5  
HILL, THOMAS WINGATE, Great Grimsby, Fish Merchant's Labourer Great Grimsby Pet July 4 Ord July 4  
HUMPHREY WILLIAMS ALURED, Brondesbury villas, Kilburn, Barrister at Law High Court Pet July 5 Ord July 5  
HUTCHINGS, CHARLES JOSEPH, Pontlotyn, Glam, Builder Merthyr Tydfil Pet July 5 Ord July 5  
HURY, HAROLD JOHN, Church Streeton, Salop, Butcher's Manager Shrewsbury Pet July 8 Ord July 6  
JAGGER, AMBLER, Halifax, Fish Merchant Halifax Pet July 4 Ord July 4  
JAMES, RICHARD, Clydach Vale, Glam, Colliery Fitter Pontypridd Pet July 5 Ord July 5  
JERMAN, MARTHA, Llandilo, Montgomery, Grocer Newtown Pet July 5 Ord July 5  
JOYE, WALTER, Luton, Outfitter Luton Pet July 5 Ord July 5  
KING, JOHN CHISHOLM, Mitre st, Aldgate High Court Pet June 3 Ord July 4  
LANGLEY, GERTRUDE MARION, Sydenham, Fashion Artist Greenwich Pet July 4 Ord July 4  
MATHEWS, WILLIAM, and CHARLES PARCITER MATHEWS, Appold st, Finsbury, Hardware Merchants High Court Pet July 5 Ord July 5  
MOULDS, HERBERT COLLINS, Newcastle under Lyne, Mineral Water Manufacturer Hanley Pet July 6 Ord July 6  
SHORROCK, GEORGE, Plymouth, Secondhand Furniture Dealer Plymouth Pet July 4 Ord July 4  
STOKE, ARTHUR GEORGE, Bristol, Stationer Bristol Pet July 6 Ord July 6  
SWINBURN, HENRY, Hexthorpe, nr Doncaster, Basket Maker Sheffield Pet July 5 Ord July 5  
SYMONS, JOHN REUBEN, Truro, Bent Timber Merchant Truro Pet July 5 Ord July 5  
THOMAS, JOHN, Blenclydach, Glam, Colliery Labourer Pontypridd Pet July 5 Ord July 5

TUNSTALL, THOMAS, Backworth, Northumberland, Miner Newcastle on Tyne Pet July 5 Ord July 5  
UNDERWOOD, ARTHUR REGINALD, Great Yarmouth, Auctioneer Great Yarmouth Pet May 23 Ord July 4  
WATKINS, ALBERT, Abertridwr, Glam, Collier Pontypridd Pet July 6 Ord July 6  
WEALL, GEORGE ALEXANDER, Manchester, Commercial Traveller Manchester Pet July 5 Ord July 5  
WELLS, HENRY, Nottingham, Retail Ironmonger Nottingham Pet June 29 Ord July 2  
WOOD, CHARLES WILLIAM, Righton, Lancs, Carter Blackburn Pet July 6 Ord July 6

London Gazette.—TUESDAY, July 12.

**RECEIVING ORDERS.**

ALLAN, ELEANOR, Sunderland, Grocer Sunderland Pet July 6 Ord July 6  
ARNOLD, ERNEST, Leeds, Pig Dealer Leeds Pet July 7 Ord July 7  
BAMFORTH, HERBERT, Hoyland Nether, Yorks, Painter Barnsley Pet July 9 Ord July 9  
BARRICK, WALTER, Holmthirch, Yorks, Licensed Victualler Huddersfield Pet July 8 Ord July 8  
CALLAND, THOMAS BOWKER, Radcliffe, Lancs, Draper Bolton Pet July 8 Ord July 8  
CARPENTER, EDWARD GEORGE, Chesterton, Cambs, Cab Driver Cambridge Pet July 9 Ord July 9  
DAVIES, JOHN, Pentre, Glam, Collier Pontypridd Pet July 7 Ord July 7  
ELGIE, CHRISTOPHER JOHN, West Hartlepool, Solicitor Sunderland Pet June 15 Ord July 8  
ELLIS & Co, CHARLES, Upper Richmond rd, East Sheen, Builders Wandsworth Pet May 30 Ord July 7  
FORSTER, JOSEPH THOMAS, Crewe, Cycle Dealer Crewe Pet July 9 Ord July 9  
FOX, JANE, Stratford, Essex, Fishmonger High Court Pet June 11 Ord July 8  
FREEDMAN, SAMUEL, Kingston upon Hull, General Dealer Kingston upon Hull Pet June 23 Ord July 7  
FREEMAN, S. & Co, Campbell rd, Bow, Confectioners High Court Pet June 1 Ord July 8  
GARBUTT, WILLIAM CHRISTOPHER, and ARTHUR DOBSON, Leeds, Milliners Leeds Pet July 7 Ord July 7  
HIGGINS, WILLIAM JAMES, Welshpool, Montgomery, Grocer Newtown Pet June 21 Ord July 9  
HUDSON, JOHN HENRY, Morley, York, Coal Dealer Dewsbury Pet July 7 Ord July 7  
HURD, ELLER, and SABINA HURD, St Thomas, Exeter, Refreshment House Keepers Exeter Pet July 7 Ord July 7  
JACKSON, SAMUEL, Hulme, Manchester, Butcher Manchester Pet July 7 Ord July 7  
JACOBS, MORRIS, Clephane rd, Canonbury, Furniture Dealer High Court Pet June 11 Ord July 8  
KEYSE, JAMES, King William st, Wool Dealer High Court Pet April 25 Ord July 6  
KING, ESTHER DUNSTABLE, Tobaccoist Luton Pet July 8 Ord July 8  
LAWRENCE, A. D., Lancaster gate, Hyde Park High Court Pet June 9 Ord July 6  
LEWIS, RICHARD, Waterloo, nr Liverpool, Fruit Merchant Liverpool Pet July 7 Ord July 7  
MANLEY, ISAAC SMITH, Argyll st, Regent st, Wine Merchant High Court Pet May 25 Ord July 6  
MATHEWS, ADAM, Swansea, Draper Swansea Pet July 1 Ord July 8  
MICHAEL, G PAPA, St Mary axe High Court Pet June 22 Ord July 6  
PEAKE, SIDNEY NEVILLE, Pymcoombe, Sussex, Company Director High Court Pet May 6 Ord July 6  
PIERCE, ROBERT JOHN, Waeafawr, Llanabeg, Carnarvon, Farmer Bangor Pet July 7 Ord July 7  
PURDER, WALTER, Solihull, Warwick, Commission Agent Birmingham Pet July 7 Ord July 7  
SANDALL, ARTHUR EDWARD, Osbourne, Lincs, Farmer Boston Pet July 6 Ord July 6  
SCHMELTZER, JULIUS, Broad st, Bloomsbury, Bootmaker High Court Pet June 14 Ord July 7  
SMITH, EDWARD ANDREW, Sunderland, Grocer Sunderland Pet July 7 Ord July 7  
SMITH, HARRY, Barrow in Furness, Cycle Dealer Barrow in Furness Pet July 9 Ord July 9  
STEINBERG, JOHN HARRIS, Cornwall rd, Notting Hill, Tailor High Court Pet July 6 Ord July 6  
STEPHEN, HENRY ST JAMES, Plowden bldgs, Temple, Barrister at Law High Court Pet June 3 Ord July 7

# THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1890.

EXCLUSIVE BUSINESS—LICENSED PROPERTY.

**SPECIALISTS IN ALL LICENSING MATTERS.**

Upwards of 650 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation.

Suitable Insurance Clauses for inserting in Leases or Mortgages of Licensed Property. Settled by Counsel, will be sent on application.

STRINGER, FREDERIC JOHN, Hastings, Fine Art Dealer Hastings Pet June 25 Ord July 9  
 SINGE, ALEXANDER HAMILTON, St James st High Court Pet June 8 Ord July 7  
 TANCRED, SEYMOUR MITFORD, Blackheath Greenwich Pet Mar 24 Ord May 31  
 TAYLOR, C. H. Pontefract, Yorks, Ca;tain Wakefield Pet June 25 Ord July 8  
 THORN, ERNEST ALBERT, Cedars rd, Clapham Common, Hous; Decorator Wandsworth Pet June 17 Ord July 7  
 TRICKLEBANK, JOHN, Tamworth, Staffs, Provision Merchant Birmingham Pet June 20 Ord July 9  
 WATTS, ERNEST MUMFORD, High rd, Chiswick, Bootmaker Brentford Pet July 7 Ord July 7  
 YULE, JOHN STIRLING, Althorpe rd, Wealdstone, Land y Engineer High Court Pet July 7 Ord July 7

Amended Notice substituted for that published in the London Gazette of May 27:

MUNDAY, HENRY H. Burgess Hill, Sussex, Coal Merchants Brighton Pet May 3 Ord May 24

#### RECEIVING ORDER DISCHARGED.

BROOKE, T. RALPH, Hayling, Havts Portsmouth Rec Ord Feb 6, 1905 Disc of Rec Ord July 5, 1910

#### FIRST MEETINGS.

ARNOLD, ERNEST, Leeds, Pig Dealer July 20 at 11 Off Rec, 24, Bond st, Leeds  
 BARNES, MARY ELIZA, Sheringham, Norfolk, Fancy Goods Dealer July 29 at 12 Off Rec, 8, King st, Norwich  
 BELL, HARRY EDWICK, Barnoldswick, Yorks, Hairdresser July 20 at 11 Off Rec, 15, Duke st, Bradford  
 BISS, FREDERICK JOHN, B. H. Painter July 20 at 12 Off Rec, 25, Baldwin st, Bristol  
 BRITTAN, SIDNEY, Copnor, Portsmouth, Builder July 20 at 3 Off Rec  
 CALLAND, THOMAS BOWKER, Radcliffe, Lancs, Draper July 26 at 3 19, Exchange st, Bolton  
 CHADWICK, HENRY, Leigh, Lancs, Cat Proprietor July 22 at 3 19, Exchange st, Bolton  
 CHAPMAN, SAMUEL, Sawtry, Hunts, Butcher July 20 at 11 45 Law Courts, Peterborough  
 CORNFORTH, ATHEISTANE, New Broad st, Stock Broker July 21 at 11 Bankruptcy bldgs, Carey st  
 DAVIES, JOHN, Pentre, Glam, Collier July 21 at 2 30 Off Rec, St Catherine's chambers, St Catherine st, Pontypridd  
 DOWNS, WILLIAM NEWBORN, Crowland, Lincs, Labourer July 20 at 12 Law Courts, Peterborough  
 ELLIS & CO, CHARLES, East Sheen, Surrey, Builders July 22 at 11 30 132, York rd, Westminster Bridge  
 ELMORE, WILLIAM, Moston, Manchester, Barer July 20 at 2 30 Off Rec, Byrom st, Manchester  
 FOX, JANE, Stratford, Essex, Fishmonger July 21 at 12 Bankruptcy bldgs, Carey st  
 FREEMAN, S. & Co, Campbell rd, Bow, Confectioners July 21 at 1 Bankruptcy bldgs, Carey st  
 GABRUTT, WILLIAM CHRISTOPHER, and ARTHUR DOBSON, Leeds, Milliners July 22 at 12 30 Off Rec, Byrom st, Manchester  
 GIBBS, WALTER LUKE, Bristol, Hatter July 20 at 11 45 Off Rec, 20, Baldwin st, Bristol  
 HAMMERSLEY, ISAAC, Lower Broughton, Salford, Lancs, Cheese Factor July 20 at 3 Off Rec, Byrom st, Manchester  
 HILL, THOMAS WINGATE, Great Grimsby, Fish Merchant's Labourer July 20 at 11 Off Rec, St Mary's chambers, Great Grimsby

HURD, ELLEN, and SABINA HURD, St Thomas, Exeter, Refreshment House Keepers July 20 at 10 30 Off Rec, 9, Bedford circus, Exeter  
 JACOBS, MORRIS, Cleghane rd, Canonbury, Furniture Dealer July 22 at 11 30 Bankruptcy bldgs, Carey st  
 JENNINGS, HENRY CHARLES, Bridgewater, Grocer July 20 at 11 30 Off Rec, 26, Ra dwin st, Bristol  
 JONES CHARLES EDWARD, Doncaster, Railway Superintendent July 20 at 12 30 Off Rec, Figtree ln, Sheffield  
 JOYES, WALTER, Luton, Outfitter July 20 at 3 Off Rec, Bridge st, Northampton  
 KEYSE JAMES, King William st, Wool Dealer July 20 at 11 30 Bankruptcy bldgs, Carey st  
 LAWRENCE, A. D. La caster gate, Hyde Park July 22 at 11 Bankruptcy bldgs, Carey st  
 LUNN ALFRED, Salisbury, Licensed Victualler July 21 at 2 Off Rec, City chambers, Catherine st, Salisbury  
 MANLEY, ISAAC SMITH, Argyll st, Regent, Wine Merchant July 22 at 1 Bankruptcy bldgs, Carey st  
 MICHAEL, G. PAPA, St Mary axe July 22 at 12 Bankruptcy bldgs, Carey st  
 MOULDS, HERBERT COLLINS, Newcastle, Staffs, Mineral Water Manufacturer July 20 at 12 Off Rec, King st, Newcastle, Staffs  
 PADBLE, HENRY, Beccles, Fish Merchant July 23 at 12 30 Off Rec, 8, King st, Norwich  
 PEAKE, SIDNEY NEVILL, Pycombe, Sussex, Company Director July 21 at 12 Bankruptcy bldgs, Carey st  
 POCKNEY, FRANK, St. m. haw, Portsmouth, Grocer July 21 at 3 Off Rec  
 POULTER, ARTHUR LESLIE, Oakwood ct, Kensington July 20 at 1 Bankruptcy bldgs, Carey st  
 PURDEN, WALTER, Solihull, Warwick, Commission Agent July 21 at 11 30 Ruckin hmbars, 191, Corporation st, Birmingham  
 RAWLINGS, WILLIAM HARRY, Loughborough July 20 at 12 Off Rec, 47, Full st, Derby  
 REEVES, JAMES, Reading, Baker July 21 at 3 Queen's Hotel, Reading  
 RITCHIE, ALAN, and FRANCIS ARTHUR LEATH, Manchester, Clothier July 21 at 3 Off Rec, Byrom st, Manchester  
 SCHMELTZER, JULIUS, Broad st, Bloombury, Bootmaker July 21 at 1 Bankruptcy bldgs, Carey st  
 SHORROCK, GEORGE, Plymouth, Secondhand Furniture Dealer July 20 at 3 30 7, Buckland terr, Plymouth  
 STEINBERG, JOHN HARRIS, Cambridge st, Hyde Park, Tailor July 21 at 11 Bankruptcy bldgs, Carey st  
 STOOKE, ARTHUR GEORGE, Bristol, Stationer July 20 at 12 15 Off Rec, 20, Baldwin st, Bristol  
 SYNGE, ALEXANDER HAMILTON, St James st July 27 at 11 Bankruptcy bldgs, Carey st  
 TANCRED, SEYMOUR MITFORD, St John's pk, Blackheath July 21 at 11 132, York rd, Westminster Bridge  
 THORN, ERNEST ALBERT, Cedars rd, Clapham Common, House Decorator July 22 at 11 132, York rd, Westminster Bridge  
 TOMLINSON, MARGARET, Ripon, Yorks July 20 at 11 30 Off Rec, Court chambers, Albert rd, Middleabrough  
 TRICKLEBANK, JOHN, Tamworth, Provision Merchant July 21 at 12 Ruskin chambers, 191, Corporation st, Birmingham  
 WEALL, GEORGE ALEXANDER, Manchester, Commercial Traveller July 21 at 2 30 Off Rec, Byrom st, Manchester  
 WILLIAMS, CHARLES JOHN, Llanberis, Carnarvon, Licensed Victualler July 25 at 2 45 Prince of Wales Hotel Carnarvon  
 WILTS, ROBERT, Cardiff, Hay Merchant July 20 at 12 Off Rec, 117, St Mary st, Cardiff  
 YULE, JOHN STIRLING, Wealdstone, Laundry Engineer July 27 at 12 Bankruptcy bldgs, Carey st

#### ADJUDICATIONS.

ALLAN, ELEANOR, Sunderland, Grocer Sunderland Pet July 6 Ord July 6  
 ARNOLD, ERNEST, Leeds, Pig Dealer Leeds Pet July 7 Ord July 7  
 BAMPFORTH, HERBERT, Hoyland, Nether, Yorks, Painter Barnsley Pet July 9 Ord July 9  
 BARRICK, WALTER, Holmfirth, Yorks, Licensed Victualler Huddersfield Pet July 8 Ord July 8  
 BRATT, SVEN AXEL, Westcliff on Sea, Essex, Builder Chelmsford Pet June 8 Ord July 8  
 BRIERLEY, FRANCIS, Badcliffe, nr Manchester, Dyer's Manager Bolton Pet May 31 Ord July 9  
 BRITTAN, SIDNEY, Copnor, Portsmouth, Builder Portsmouth Pet June 13 Ord July 6  
 CALLAND, THOMAS BOWKER, Radcliffe, Lancs, Draper Bolton Pet July 8 Ord July 8  
 CAMP, DANIEL JOHN, Ashford, Middlesex, Schoolmaster Kingston, Surrey Pet July 2 Ord July 6  
 DAVIES, JOHN, Pentre, Glam, Collier Pontypridd Pet July 7 Ord July 7  
 ELMORE, WILLIAM, Moston, Manchester, Baker Manchester Pet June 20 Ord July 7  
 FEATHERSTONHAUGH, CHARLES EDWARD, New Broad st High Court Pet June 3 Ord July 7  
 FORSTER, JOSEPH THOMAS, Crewe, Cycle Dealer Crewe Pet July 9 Ord July 9  
 FREEDMAN, SAMUEL, Kingston upon Hull, General Dealer Kingston upon Hull Pet June 23 Ord July 7  
 GABRUTT, WILLIAM CHRISTOPHER, and ARTHUR DOBSON, Leeds, Milliners Leeds Pet July 7 Ord July 7  
 HALL, JAMES TRAILL, Bournemouth High Court Pet May 13 Ord July 8  
 HANBURY-TRACY, ARTHUR E, Birkbeck Bank chambers, High Holborn, Chartered Secretary High Court Pet June 2 Ord July 8  
 HUDSON, JOHN HENRY, Morley, Coal Dealer Dewsbury Pet July 7 Ord July 7  
 HURD, ELLEN, and SABINA HURD, Exeter, Refreshment House Keepers Exeter Pet July 7 Ord July 7  
 JACKSON, SAMUEL, Hulme, Manchester, Butcher Manchester Pet July 7 Ord July 7  
 JARVIS, KESTER CRIPPS, Tonbridge, Builder Tunbridge Wells Pet May 31 Ord July 8  
 KING, E. HER, Dunstable, Tobacconist Luton Pet July 8 Ord July 7  
 LEWIS, RICHARD, Liverpool, Fruit Merchant Liverpool Pet July 7 Ord July 7  
 LIOT, GEORGE HENRIQUE, Queen st, Mayfair, Club Proprietor High Court Pet July 6 Ord July 8  
 PIERCE, ROBERT JOHN, Wensfawr, Llanbeblig, Carnarvon, Farmer Bangor Pet July 7 Ord July 7  
 POCKNEY, FRANK, Stanshaw, Portsmouth, Grocer Portsmouth Pet June 16 Ord July 6  
 PURDEN, WALTER, Solihull, Warwick, Commission Agent Birmingham Pet July 7 Ord July 7  
 SHEPPARD, FRANK, Haslett rd, Kensington, Electrician High Court Pet May 25 Ord July 8  
 SMITH, EDWARD ANDREW, Sunderland, Grocer Sunderland Pet July 7 Ord July 7  
 SMITH, HARRY, Barrow in Furness, Cycle Dealer Barrow in Furness Pet July 9 Ord July 9  
 STEINBERG, JOHN HARRIS, Cornwall rd, Notting Hill, Tailor High Court Pet July 6 Ord July 6  
 TANFIELD, HARRY CORBER, Owlerton, Sheffield, Timber Merchant Sheffield Pet May 24 Ord July 7  
 WILLIAMS, JOHN, Fairfach, Llandilo, Carmarthen, Insurance Agent Carmarthen Pet June 18 Ord July 4  
 YULE, JOHN STIRLING, Althorpe rd, Wealdstone, Laundry Engineer High Court Pet July 7 Ord July 7

## LIFE INTERESTS AND REVERSIONS

(Absolute or Contingent)

PURCHASED.

Good prices given for approved Securities.

## LOANS GRANTED

Upon Security of Life Interests, Reversions, &c.

## MORTGAGES

Upon first-class business or residential property considered.

BUSINESS CARRIED THROUGH WITHOUT DELAY.

**STAR LIFE ASSURANCE  
SOCIETY,**  
32, Moorgate Street, E.C.

Proposal Forms  
on  
application.

Assets:  
£6,500,000

J. DOUGLAS WATSON, F.I.A., Manager and Actuary.

Telephone: 602 Holborn.

**EDE, SON AND RAVENSCROFT**

FOUNDED IN THE REIGN OF WILLIAM & MARY, 1689.

ROBE  
MAKERS.



COURT  
TAILORS.

To H.M. THE KING & H.M. THE QUEEN.

**SOLICITORS' GOWNS.**

LEVÉE SUITS IN CLOTH & VELVET.

Wigs for Registrars, Town Clerks, & Coroners.  
CORPORATION & UNIVERSITY GOWNS.

**93 & 94, CHANCERY LANE, LONDON.**

**THE ALLIANCE CREDIT BANK  
OF LONDON, LIMITED,**

11, SOUTHAMPTON ROW, HIGH HOLBORN, W.C.

ADVANCES from £100 to any amount  
without delay on reasonable terms, with or without  
security on Note of Hand, Stocks and Shares, Life  
Policies, &c. **BILLS DISCOUNTED.**  
Prospectus gratis. **A. N. SQUIRELL, Manager.**

TO.

and Pet  
July 7  
Painter  
ctualler  
Builder  
Dyer's  
Ports-  
Draper  
lmaaster  
14 Pet  
anches-  
road at  
Crewe  
Dealer  
Donson,  
7  
rt Pe  
s, High  
et June  
wsbury  
shment  
7  
Man-  
bridge  
et July  
erpool  
h Pro-  
arvon,  
Ports-  
Agent  
trician  
erlatd  
arrow  
r Hill,  
lumber  
rthen,  
Ord  
undry

rs.

FT

89.

T

RS.

S.

ers.

S.

N.

NK

W.C.

unt

ho u

Life

er.

39

J

F

T

FI

LC

LA

RE

L

F  
N

B  
D  
F  
F  
G  
H  
H

R